

# The Solicitors Journal.

LONDON, MAY 15, 1886.

## CURRENT TOPICS.

THE LAMENTABLE NEWS of the death of Mr. Justice PEARSON on Thursday afternoon will strike the profession with something like consternation. He underwent a further operation last week, which left him in a very critical condition; but the news subsequently was more favourable, and so sudden a termination to his honourable and useful career was never anticipated. No judge on the bench was held in higher estimation by both branches of the profession. He was ever patient, courteous, and considerate; yet, with all his gentleness, he was what is known as a "strong judge." His intellect was clear, rapid, and vigorous; he had an uncommon allowance of common sense; and although he weighed every argument laid before him, he seldom hesitated about his decision, and he sometimes surprised the profession by the boldness and ingenuity with which he grappled with legal difficulties—as witness the series of admirable decisions with which he opened the exposition of the Settled Land Act. It need hardly be added that he was a learned lawyer of ripe experience. His loss will be deeply mourned, and it will be hard to supply his place.

IT IS UNDERSTOOD that among the changes contemplated by the Treasury in the Supreme Court Funds Rules, now being drafted, provision will be made for transmitting by post from the Pay Office money payable to solicitors for costs, so saving solicitors the necessity of attendance at the office.

THE FOLLOWING are the names and dates of call to the bar of the new Queen's Counsel:—WILLIAM LLOYD BIRKBECK, of the Equity Bar, Downing Professor of the Laws of England in the University of Cambridge, 1833; JOHN HORNE PAYNE, of the South-Eastern Circuit, 1863; JOHN EDGE, of the North-Eastern Circuit, 1866; FRANCIS WILLIAM MACLEAN, M.P., of the Equity Bar, 1868; CLEMENT HIGGINS, of the North Wales Circuit, Recorder of Birkenhead, 1871; and ALFRED COCK, of the South-Eastern Circuit, 1871.

WE RECENTLY drew attention to the desirability of an early transfer of actions to Mr. Justice NORTH, on the ground that, the actions likely to be transferred having only recently been set down, comparatively long notice is necessary to enable solicitors to prepare their briefs. We are glad to observe the issue of an order (printed in another column) for the transfer of a hundred actions to Mr. Justice NORTH for the purpose only of trial or hearing. Of this number of actions 30 are transferred from the list of Mr. Justice KAY, 30 from that of Mr. Justice CHERRY, and 40 from that of Mr. Justice PEARSON. It will be noticed that only two of these actions were set down last year, and the greater part of the remainder during the first two months of the present year.

THE ARRANGEMENTS made in consequence of the illness of Mr. Justice PEARSON have shewn the value of the provisions of R. S. C. (December, 1885), XLIX., 4a. Looking back at the cumbrous system of orders for transfer and retransfer which had to be carried out before the rule referred to came into operation, one cannot help wondering that it was not made earlier. It is understood that Mr. Justice BUTTER has arranged to sit to try Mr. Justice NORTH's cases for a fortnight only, after which it is anticipated that

he will return to the work of his division. The sad event which we record above will no doubt lead to an alteration of the present arrangements.

IT WILL BE SEEN from the report, which we print elsewhere, of the meeting of the Incorporated Law Society of Ireland, that the Irish solicitors, while claiming the same right of audience in chambers as their English brethren enjoy, have refused their consent to the recommendation of their committee on legal reform that solicitors should claim a right of audience in the Irish Supreme Court of Judicature in all actions where the sum sued for does not exceed £50. The discussion seems to have been very general and careful, and to have been marked by all that good feeling, and regard for the reasonable interests of both branches of the profession, with which these delicate topics are best approached when coming for discussion before either branch.

THERE WAS A GOOD DEAL of discussion on the second reading of the Railway and Canal Traffic Bill with regard to the proposed appointment from time to time of one of the present judges as Chief Commissioner. Mr. STANHOPE, the late President of the Board of Trade, avowed his preference for a permanently-appointed Chief Commissioner, whether judge or lawyer, and his preference for a lawyer rather than a judge; and the present President of the Board of Trade admitted that he had no strong feeling on the question, "though he did not think the lawyer would be cheaper than the judge." There is one way, however, in which the lawyer may be a good deal cheaper than the judge. We suppose it can hardly be intended to dismiss the present legal member of the Railway Commission without compensation; nor do we suppose that anyone will be found to question his special qualifications for the post of Chief Commissioner. Why, then, should not the course adopted with regard to the appointment of Chief Judge under the Bankruptcy Act, 1869, be followed on the present occasion? When that Bill was introduced it proposed to abolish the Commissioners in Bankruptcy and substitute a Vice-Chancellor, just as the Railway and Canal Traffic Bill proposes to substitute a judge for the legal commissioner. But on its being pointed out that the services of Sir JAMES BACON would be thereby wasted, a clause was introduced making the first Chief Judge in Bankruptcy "such one of the existing commissioners as her Majesty shall appoint," and postponing the introduction of the judge till the next vacancy. There seems to be no reason why a similar course should not be adopted with regard to the new Chief Commissioner, a retiring pension being thereby saved, and the services of a most efficient Commissioner being retained.

WE REPORT in another column a case of *Thorp v. Hart*, which shews the absurdity of a provision we have several times seen inserted in the express power of distress which in modern times has become invariable in mining leases. It seems to have occurred to the framers of these provisions that, although no demand is necessary to support a distress at common law, it is desirable to provide that a demand of rent shall be made before the express power of distress is put in force. But, instead of providing simply that, if the rents and royalties shall be in arrear for twenty-one days after the same shall have been "demanded," the forms referred to say, "after the same shall have been legally demanded." Where these words are inserted the question at once arises, What is a "legal demand" of rent? The nature of the "demand" requisite in order to enable a lessor to re-enter for non-payment of rent (unless such demand is expressly dispensed with in the proviso for re-entry, or one-half year's rent is in arrear, and no sufficient distress can

be found on the premises) is well known. It is a process full of ridiculous technicalities, devised for the purpose of impeding forfeiture; yet it is certainly the mode of demand most likely to be referred to by the words "legal demand," for any other kind of demand would be sufficiently indicated by the simple word "demand." It is to be remembered that, so long ago as the time of Elizabeth, it was held in *Maund's case* (7 Co. R. 28b) that where an express power of distress was given "for default of payment [of rent], if demanded," the demand need not be accompanied with the formalities required for re-entry; and it might be supposed that the word "legally" had been added by some astute lessee's solicitor to counteract this doctrine. In the recent case a colliery lease spoke in the distress clause of the rent being "lawfully demanded," and in the proviso for re-entry of its being "lawfully demanded;" it was contended that the words "legally" and "lawfully" were equivalent, and that the meaning of the distress clause was that, before a distress could be made, the rent should be demanded with all the formalities required before re-entry for non-payment of rent. Mr. Justice CARRY, on the strength of a passage in Bacon's *Abridgement* (Rent I.), held that the contention was unfounded. We do not gather from his observations whether he meant to adopt to the full extent the passage he cited, and to hold that, although the parties have expressly stipulated for a demand of rent, no demand need be made; but, at all events, it is now clear that the demand need not be made with any legal formalities. After this decision we should suppose that both the requirement of a "legal demand" and the words inserted in Mr. DAVIDSON's forms of an express power of distress, "whether the same [i.e., the rent] shall have been legally demanded or not," will cease to be used.

THE PROVISION of the *Bankruptcy Act, 1883* (section 4, sub-section (g.), relating to the issue of a bankruptcy notice by "a creditor who has obtained a final judgment" against his debtor, has given rise to considerable litigation as to the interpretation to be placed upon the words above quoted. As to what constitutes a "final judgment" within the meaning of the sub-section, it was held in *Ex parte Chinery, Re Chinery* (32 W. R. 469, L. R. 12 Q. B. D. 342) that a garnishee order absolute is not a "final judgment" against the garnishee which would enable the judgment creditor to issue a bankruptcy notice. Also, in *Ex parte Whinney, Re Sanders* (L. R. 13 Q. B. D. 476), a "balance order" upon a contributory to a company in voluntary liquidation in respect of a call on shares was held not to come within the sub-section; and in *Ex parte Schmitz, Re Cohen* (32 W. R. 812, L. R. 12 Q. B. D. 509) an order for the payment of costs, made by consent in an action for the specific performance of a contract, where, after action brought, the defendant performed the contract, thus rendering unnecessary the further prosecution of the action, was likewise held not to constitute a "final judgment" within the meaning of the statute. On the other hand, in *Ex parte Moore, Re Faithfull* (33 W. R. 438, L. R. 14 Q. B. D. 627), an order for payment of costs in an action brought to restrain a solicitor from practising in violation of his covenant, for dissolution of partnership, and for damages, in which judgment was obtained by the plaintiff in default of pleading, was held to constitute a "final judgment," and a bankruptcy notice founded thereon was allowed. In *Ex parte Woodall, Re Woodall* (32 W. R. 774, L. R. 13 Q. B. D. 479) the question was raised whether the executrix of a creditor who had obtained a final judgment could issue a bankruptcy notice founded thereon, and the Court of Appeal in that case decided that an executor or other legal personal representative of a judgment creditor could only do so after obtaining leave from the court, under R. S. C., 1883, XLII., 26, to issue execution on the judgment. In the case of *Ex parte Blanchett, Re Keeling*, reported in another column, the Court of Appeal were last week again called upon to interpret the sub-section with reference to the case of an assignee of a judgment debt, and in that case the court, after consultation with the judges of the other division, laid it down as a definite rule that the power to issue a bankruptcy notice vests only in the person obtaining the judgment, or his legal personal representative, and does not extend to an assignee of the debt. This ruling will apparently exclude even the trustee in bankruptcy of a judgment creditor, although, if the creditor became bankrupt without

obtaining a judgment, and the trustee sued for the debt and obtained a judgment, he would in that case clearly be entitled to issue a bankruptcy notice against the judgment debtor. And a trustee in bankruptcy of a judgment creditor would appear to be in even a less favourable position than an assignee of the debt, for it might be that the latter could get his assignor to issue a bankruptcy notice; but this course would not be open to the trustee, inasmuch as the bankruptcy of the creditor would be an answer to any claim made in his name. Such distinctions and refinements scarcely commend themselves to common sense.

#### SERVICE OUT OF THE JURISDICTION OF SUMMONSES, NOTICES, AND ORDERS IN THE WINDING UP OF A COMPANY.

The decision of the Court of Appeal in *Re The Anglo-African Steamship Co.* (*ante*, p. 440) deserves the immediate attention of the Lord Chancellor and the Rule Committee of Judges. We are not concerned to discuss the question whether the decision is right or wrong upon the true construction of the statutes and rules of court; although it is not very easy to reconcile it in principle with the decision of Lord Cairns and Sir G. J. Turner in *Re General International Agency Co.* (15 W. R. 973). We desire only to draw attention to some results of the decision which appear to us to be of a most serious character.

The application in the recent case was by the official liquidator of the company for leave to serve through the post an order, made in the winding up, for the payment of calls on persons resident out of the jurisdiction. Mr. Justice Kay refused the application (*ante*, p. 371, 34 W. R. 470); and the Court of Appeal upheld his refusal, on the ground that there was no jurisdiction to allow service of the order on persons out of the jurisdiction. Lord Justice Cotton said that he adhered to the opinion he expressed in *Re Busfield, Whaley v. Busfield* (*ante*, p. 303, 34 W. R. 372), that, independently of a statute giving jurisdiction to order service on British subjects out of the jurisdiction, the court had no jurisdiction to allow service out of the jurisdiction. In that case, it will be remembered, the application was for leave for an originating summons to be served in France on a British subject; and the learned lord justice said that to give such leave "would be to interfere with the ordinary course of things, for, as a rule, the court only exercises jurisdiction against those who are within the jurisdiction. If an Act of Parliament gives a limited jurisdiction against persons not in England, that is binding, but the court would have no power to make any such person subject to its orders except those whom the Act had included. Persons within the Act the court could make liable to have orders enforced against them if they did not answer the summons of the court." And he added: "With regard to *summonses* under the Companies Act, 1862, I say nothing, leaving that question until it arises." Now that it has been held that section 170 of the Companies Act, 1862, has no effect in preserving the old practice as to service out of the jurisdiction which prevailed under the Winding-up Act of 1848; and that R. S. C., 1883, XI., has no application, it would seem to be clear that there is no jurisdiction to allow service out of the jurisdiction of summonses, notices, &c., in the winding up of a company. We do not see how this result is to be avoided, although it is true that Lord Justice Cotton, in the recent case, distinguished the decision in *Re General International Agency Co.* (*ubi supra*), on the ground that "the document which was allowed to be served [in that case] was only a notice of an intended application for the making of a call"; and remarked that "that was a very different thing from an order for the payment of a call."

If we are right in this view, the result will be to upset the practice which, so far as we know, has prevailed ever since the Companies Act, 1862, came into operation, and it is difficult to see how, in many circumstances, a winding up is to be conducted. Take the case of the recent liquidation of the Oriental Bank; it is well known that notices, &c., were served by post in very many instances on persons out of the jurisdiction. To have served them personally would have involved enormous expense, and if there is no power to allow service of them at all, how is it possible that such a liquidation can ever be disposed of?

But this is not all. The decision appears to open an obvious door to fraud. Nothing will be easier than for a person within the jurisdiction to find a friend resident in Scotland to apply for shares as his nominee. The shares will be allotted to, and registered in the name of, the Scotchman; but if the company goes into liquidation, how can the court proceed to settle the list of contributors? How can the provisions of the General Order of November, 1862, rules 30, 33, and 35, be complied with?

Lord Justice Lindley seems to intimate in his judgment in the recent case that the leave applied for might have been given under the R. S. C., 1875, "but those rules were thought to have gone too far as to service out of the jurisdiction." We think, however, it will be seen that, in curtailing the extension of jurisdiction conferred by those rules, a most important matter has been overlooked; and it is to be hoped that, either by rules made under section 170 of the Companies Act, 1862, or by new Rules of the Supreme Court, the practice hitherto in use in the winding up of companies may be restored.

## POWER TO APPOINT AN ADDITIONAL TRUSTEE.

In another column a correspondent calls attention to a difficulty which sometimes occurs when it is wished to appoint an additional trustee of a settlement or will at a time when there is no vacancy among the trustees.

When there is a vacancy it generally happens that more trustees can be appointed than there are vacancies. The express power of appointing new trustees formerly, and still occasionally, used, contained an express declaration that on the appointment the number might be increased (see the forms 3 Dav. Prec. 722, 2 Key & Elphinstone's Comp. 489). And, even if this declaration was omitted, the rule, as laid down by Lord St. Leonards (Real Property Statutes, 2nd ed. 440), was the following:—"If the power clearly requires that only one person shall be substituted in the place of another, of course, it must be complied with. But under a power in the common form, or general in its terms, it seems, upon both principle and authority, that more than one person may be appointed to fill up a vacancy by the death, &c., of one of the old trustees" (see *Sands v. Nugee*, 8 Sim. 130).

The statutory power conferred by Lord Cranworth's Act (23 & 24 Vict. c. 145), s. 27, which is closely followed in the express form given by Mr. Prideaux, contained no provision authorizing the appointment of a greater number of trustees than the number of vacancies. But it was decided, according to Lord St. Leonards's opinion cited above, that this might be done (*Re Breary*, W. N., 1873, p. 48).

The Conveyancing Act, 1881, provides (Section 31 (2)), that "on the appointment of a new trustee, the number of trustees may be increased."

It will be observed that neither the express nor the statutory powers enable an additional trustee to be appointed at a time when there is no vacancy among the trustees. If, therefore, it is intended to authorize such an appointment, an express power in that behalf should be inserted, for it will be observed that if A. and B. are trustees, and an invalid appointment of an additional trustee C. is made, it will be a breach of trust for A. and B. to transfer the trust property to themselves and C.; and if the settlement is of such nature that express or statutory powers are exercisable by the trustees for the time being, such powers cannot be exercised by C.

The express power of appointing an additional trustee may take the following form:—"It shall be lawful for the person or persons in whom the [statutory] power of appointing new trustees of these presents shall, for the time being, be vested, to appoint an additional trustee or trustees of these presents."

It may be objected that, as an additional trustee appointed under this power is not appointed under the statutory power, the provisions of the Conveyancing Act, 1881, do not apply, and that we ought to add to the power clauses similar to those in section 31 (4) and (5), providing for the transfer of the trust estate to the additional and continuing trustees, and for the exercise of the powers by the additional trustee before the transfer of the property. It must, however, be remembered that the former of these provisions, whether contained

in an express or the statutory power, is directory only, so that its being omitted can do no harm, and that a duly appointed trustee has a right to have the trust property transferred to himself and his co-trustees—a right capable of being enforced by action. It must also be remembered that the latter of these provisions is useless; it was originally inserted in the express power owing to the old doctrine that a trustee could not act till the completion of the transfer, a doctrine which must now be considered as overruled (Elph. Introd. Conv., 321; 3 Dav. Prec., 245). This doctrine led to the absurdity that the old trustees in whom the property was vested could, by delaying to make the proper transfer, prevent the additional trustee from exercising the powers of the settlement jointly with themselves, giving them a sort of suspensory veto on his appointment, though they had no power or means of preventing the appointment from being made.

In the simple case mentioned by our correspondent, the best course, perhaps, would be to provide in the settlement itself that "the said A. shall become, and is hereby constituted, a trustee of these presents on his attaining the age of twenty-one years."

## REVIEWS.

### LAW OF CONTRACT.

A SELECTION OF CASES ON THE ENGLISH LAW OF CONTRACT. By GERARD BROWN FINCH, Barrister-at-Law, Law Lecturer and late Fellow of Queen's College, Cambridge. Cambridge University Press.

This work, which is intended, as the author informs us on the title-page and in his preface, for the use of students in the Universities, is constructed upon a somewhat novel principle, being a collection of reports of leading or important cases upon the law of contract, arranged under appropriate headings and separated into chapters and sections, but almost unadorned by editorial note or comment. The well-known acquirements of the learned law lecturer would be a sufficient guarantee of the value of any commentary coming from his hand; but his present object did not admit of very much addition to the broad principles laid down in the reported cases. It may readily be conceded that any student who has read and digested all the matter in this somewhat portly volume will have laid a very creditable foundation for an exhaustive knowledge of the subject. Though the book is designed for students, and will probably be chiefly used by them, yet, as a collection of reports of some 200 important cases on the law of contract, it may sometimes prove a helpful adjunct to the law library of the practitioner.

## CORRESPONDENCE.

### POWER TO APPOINT AN ADDITIONAL TRUSTEE.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I wish to call your attention to a point in conveyancing which I have recently had to consider.

On a marriage settlement two trustees were appointed, and it was in contemplation to appoint a third on his attaining his majority. The 31st section of the Conveyancing and Law of Property Act, 1881, authorizes the number of trustees to be increased when a vacancy occurs, but it does not seem to contemplate any case like the one above referred to—viz., the appointment of an additional trustee where there is no vacancy. I could find no reference to the subject either in Mr. Lewin's work, or in any of the others I was able to consult, and none of the powers to appoint new trustees in "Davidson" or "Prideaux" seemed to meet my case. The point is one which I should think must not infrequently occur in practice, and I am at a loss to account for the silence of "the books" upon the subject. I should like to know your views, or those of some of your correspondents.

In the case referred to, I added, after the clause giving to the wife the statutory power of appointing, the following words—viz., "And that, with a view to the appointment, at any time or times, of an additional trustee or additional trustees of these presents, although no vacancy in the trusteeship may in fact be existing, these presents shall be read and construed as if there had been three trustees thereof, and one of such trustees had died."

I saw no other equally short and simple way of dealing with the matter, though I rather object to put such a fictitious construction upon a document.

I may remind you that, under the Trustee Act, the court has appointed additional trustees without any vacancy occurring (*Re Boycott*, 5 W. R. 15).

May 6.

W. H. W.

[See observations in leading article.—ED. S.J.]

#### THE CHANCERY TAXING MASTERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have delayed sending you the following particulars, hoping it would not be necessary to do so after Mr. Ford's late motion; but the result of that being, as you state, "rather unfortunate, inasmuch as it points to a distant remedy for a present grievance," I venture now to mention the facts of a case in which I am concerned, and can only hope that, by the publication of this and similar cases, the Law Society will make some immediate representation in the matter.

On the 9th of May, 1885, I obtained an order for the taxation of costs. They were lodged with the taxing master immediately the order had been passed and entered—viz., on the 22nd of June, 1885—and although the whole of the bills of costs to be taxed only amounted to 893 folios, the taxing master said he could not give an appointment to tax before the Long Vacation, and I was told to apply on the re-opening of the offices.

This I accordingly did, and obtained a two hours appointment for the 4th of December and two or three following days. The taxing master, after the second day, however, became unwell, and taxed the remainder of the bill at home, without the parties being present—the consequence being many items disallowed for want of explanation.

This necessitated a further appointment, and I obtained the first vacant half hour, which was on the 19th of January, 1886; the half hour was, unfortunately, not sufficient, and I had to obtain another, the earliest available being on the 9th of February.

On that day the defendant's solicitors could not remain, whereupon the taxing master refused to proceed in their absence, notwithstanding that some of the disallowances were clearly obvious mistakes on his part. He, however, would not allow me to call his attention thereto, although I wished to point out, among other things, that 6s. 8d. could hardly be taxed off an item of 5s., or 5s. off an item of 3s. 6d., which had been done.

As there were some important items to be discussed in reference to certain disallowances under the Conveyancing Act, I, on the 1st of March, delivered objections, and the earliest appointment I could obtain for the taxing master's consideration thereof was the 5th of April, and I have only just obtained his answers thereto.

Thus, to tax a bill or bills of 893 folios, it has taken twelve months. Surely such a delay is most unreasonable, and, beyond this, it is causing great inconvenience to the parties interested in the division of the fund in court.

Why should there not be temporary taxing masters appointed to clear off the arrears, if the Law Society really think that the appointment of an additional chancery taxing master is not required? The fees which they would earn would more than repay the outlay.

123, Pall Mall, May 8.

EDWARD F. GREEN.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I find in your report of a few remarks which I made at the meeting of the Incorporated Law Society on the 30th ult., the following words:—"The taxation of costs ought to be in the hands of a man who was entirely beyond temptation. Without wishing to speak with any disrespect of the chief clerks, he did not think they ought to be exposed to the temptation which would be thrown in their way." I need hardly say that I did not mention the chief clerks at all in this sentence. I was alluding to the taxing clerks proposed to be added to the chambers of each chief clerk in the event of taxing masters being abolished; officials who, at the present moment have not been called into existence at all, and of whom one may therefore speak without fear of giving offence.

My view is shortly this:—that the taxation of costs as a whole is a matter of such importance and responsibility that it should be in the hands of an official of the standing and position of a chancery taxing master or a chief clerk. The chief clerks are already overburdened with multifarious and onerous duties, and would be unable, personally, to take taxations in addition to their other labours, at all events without causing delay and inconvenience to the suitors. The result would probably be that a taxing clerk would be added to their chambers, who, though nominally responsible to them, would be practically uncontrolled. This arrangement might, perhaps, be theoretically symmetrical, but it would, in my opinion, be practically objectionable. The present system would work perfectly well if those who have the disposal of patronage would be careful only to

appoint as taxing masters gentlemen who are both able and willing to perform the work of the office efficiently. ROBERT W. DIBBIN.

23, Red Lion-square, W.C., May 8.

[We regret the error of our reporter, but the context of Mr. Dibbin's speech would shew that he was referring to the taxing clerks.—ED. S.J.]

\* \* \* To CORRESPONDENTS.—"A Subscriber" has not sent his name.

#### CASES OF THE WEEK.

##### COURT OF APPEAL.

SUMSION v. PICTOR—C. A. No. 2, 12th May.

PRACTICE—DISCOVERY—FURTHER AFFIDAVIT OF DOCUMENTS—DOCUMENTS OBVIOUSLY IMMATERIAL—DISCRETION OF JUDGE—R. S. C., 1883, XXXI., 12, 20.

This was an appeal from the refusal of Bacon, V.C., to order the defendants to make a further affidavit of documents in their possession. Since the original affidavit of documents had been made, the defendants had put in answers to interrogatories delivered to them by the plaintiffs, and the plaintiffs alleged that those answers afforded reasonable ground for supposing that the defendants had in their possession other documents which they had not scheduled to their first affidavit. On behalf of the defendants, it was urged that some, at any rate, of the suggested other documents could not be material to the issues in the action, and that, even if they had been scheduled by the defendants, an order for their production would not be made. The court (Cotton and Lindley, L.J.J.) affirmed the decision. Cotton, L.J., said that the court could not go minutely into the documents upon such an application; but, in his opinion, in order to justify the requiring of a further affidavit, it must be shewn, not only that there were probably other documents in the defendants' possession, but that those documents were probably relevant to the issues in the action. If it appeared that they could not possibly be relevant to the issues, it would be wrong to require a further affidavit to be made. That was the principle of rule 20 of order 31. Lindley, L.J., said that he believed the defendants had in their possession some books of account which they had not mentioned in their first affidavit, and it would have been more regular if they had scheduled those books and had claimed protection from production in respect of them. But he was satisfied that they would throw no light upon a question of date which was in dispute between the parties, and their production for other purposes was immaterial. If he had thought that the defendants were trying to escape from making an honest affidavit, he should have thought that a further affidavit ought to be required. But, believing that they were acting honestly, he thought that the discretion of the court ought to be exercised as the Vice-Chancellor had exercised it.—COUNSEL, Horton Smith, Q.C., and Bradford; Byrne. SOLICITORS, Walter, Webb, & Co.; Meredith & Co.

Re HOTCHKYS, FREKE v. CALMADY—C. A. No. 2, 8th May.

WILL—CONSTRUCTION—RESIDUARY DEVISE OF TWO ESTATES TO SAME PERSONS—MORTGAGE ON ONE ESTATE—LIABILITY TO MORTGAGE INTEREST AND COST OF REPAIRS.

The question in this case was as to the liability of the income of one of two estates, both of which were devised by a testator to the same tenant for life, with remainder to the same remainderman, to contribute to the payment of the interest on mortgages affecting the other estate, and to the expense of repairs of that estate. A testatrix, by her will dated in 1868, devised and bequeathed all her real and personal estate unto and to the use of three trustees (of whom V. was one), their heirs, executors, administrators, and assigns, upon trust at their discretion to sell all such parts thereof as should not consist of money, and out of the proceeds of sale in the first place to pay all her debts and her funeral and testamentary expenses, and to invest the residue as therein mentioned, and to stand possessed of the real and personal estate and securities on trust to pay the rents and annual income to E. for her life, for her separate use, without power of anticipation, and, if she should alien or charge the same, or any part thereof, by way of anticipation, the same should be thenceforth forfeited to the use of V., his heirs, executors, administrators, or assigns. And after the death of E. the testatrix devised and bequeathed her real and personal estate unto and to the use of V., his heirs, executors, administrators, and assigns respectively, for ever. At the time of the death of the testatrix she was entitled in fee to two estates, the B. estate and the P. estate. The B. estate was subject to mortgages created by a former owner, the mortgage debts not being debts of the testatrix. On the death of the testatrix, E. was let into possession of the P. estate. The income of the B. estate was not much more than sufficient to pay the interest on the mortgages which affected it, and no surplus had been received by the tenant for life. The only personal estate of the testatrix was a small sum of debenture stock. The B. estate was out of repair, and the question arose how the expense of putting into repair was to be borne. This action was brought by way of originating summons by the trustees (other than V.) against V. and E., asking the opinion of the court whether the rents of the P. estate were liable, as between the defendants or otherwise, to keep down the interest on the mortgages on

the B. estate, and for the cost of the necessary repairs of that estate, and for a declaration what repairs (if any) might be carried out by the trustees out of the income of the two estates. Bacon, V.C., decided that the rents of the P. estate were not liable, as between the defendants or otherwise, to be applied in keeping down the interest on the mortgages upon the B. estate or for the necessary repairs of that estate. The Court of Appeal (Corron, Lindley, and Lorn, L.J.J.) held that, in case of the deficiency of the rents of the B. estate, the rents of the P. estate would be liable, as between the tenant for life and the remainderman, to be applied by the trustees in the payment of the interest on the mortgages upon the B. estate. In other respects they affirmed the decision of the Vice-Chancellor. The order was made without prejudice to any application for raising funds for the repairs of the B. estate by means of a sale or mortgage of the P. estate.—COUNSEL, Marten, Q.C., and Medd; Millar, Q.C., and Cecil Russell; Farwell. SOLICITORS, R. W. Childs & Batten; Davidson, Birch, & Co.

## HIGH COURT OF JUSTICE.

THORP v. HART—Chitty, J., 12th May.

LESSOR AND LESSEE—LEASE—EXPRESS POWER OF DISTRESS AFTER RENT  
"LEGALLY DEMANDED."

In this case a lease of a colliery contained a clause enabling the lessor to distrain whenever the rents and royalties should be in arrear for thirty days after the same should have been legally demanded, and also a clause of re-entry and forfeiture after failure to pay for the space of three months after the same should have been lawfully demanded. The lessor after demands, verbal and written, had put in a distress, but it was contended, on behalf of the lessor and his mortgagees, that the words "legally demanded" in the distress clause had the same meaning as the words "lawfully demanded" in the re-entry clause, and that, according to the authorities, "lawfully demanded" meant that the demand was to be made with the formalities as to time, place, and person prescribed by the common law as a condition precedent to legal re-entry (*Acoks v. Phillips*, 5 H. & N. 183). CHITTY, J., said that the question was whether the demand should have been accompanied by what Lord Ellenborough in *Doe v. Alexander* (2 M. & S. 524), called "opercose business." In Bacon's Abridgement (Rent, I), the law was stated to be that, where the remedy for the recovery of rent was by distress, no demand previous to distress was necessary, though the deed said that, if the rent was behind and be lawfully demanded, the lessor might distrain, but the lessor might, notwithstanding, distrain. That statement was one which clearly referred to cases like the present where the relation between the parties was one of express stipulation. The general distinction there taken was that a man might distrain without any previous demand, because a distress was only a pledge for payment, and itself in the nature of a demand capable of being answered by payment of the money; whereas, in the case of re-entry, there must be a previous formal demand because re-entry would determine the estate, and alter the relation of the parties. The passage in Bacon's Abridgement cited various authorities, including 2 Roll. Abr. 426, which he had examined and found that it justified its citation. In *Doe v. Alexander*, Lord Ellenborough also held that when there was, in a lease made after 4 Geo. 2, c. 28, a stipulation for re-entry after the rent had been unpaid, being lawfully demanded, it was not necessary that the demand should be made with the strictness of the common law, although there must be some demand. In the present case the two clauses related to different subject-matters—namely, distress and re-entry respectively—and, therefore, it was possible, notwithstanding the similarity of their language, to put upon each clause a distinct construction, and in that way to follow the authorities specifically applicable to each. The formalities requisite for a demand of rent before re-entry were not necessary before a distress under the express power.—COUNSEL, Lumley Smith, Q.C., and Dundas Gardiner; Macnaughten, Q.C., and Edw. Beaumont. SOLICITORS, Dangerfield & Blythe, for Wm. Smith, Stockport; Kingsford, Dorman, Kingsford, Candler, & Moore, for Shipton, Hallewell, & Co., Chesterfield.

Re McRAE, NORDEN v. McRAE—Kay, J., 12th May.

PRACTICE—COSTS—CREDITORS' ACTION—PLAINTIFF'S COSTS.

The question in this case was whether the plaintiff in a creditors' action, who had secured the whole fund for the benefit of the creditors, was entitled to his costs, as between solicitor and client, out of the fund, there being both separate and joint creditors, and the plaintiff being a separate creditor who had been paid in full. KAY, J., said that the plaintiff was entitled to his solicitor and client costs, for, by his exertions in the action, the whole fund was secured for the benefit of creditors, and there was not enough to pay all the creditors in full. It had been established that the whole estate belonged to the creditors of the testator, and though the plaintiff had been paid in full this made no difference. His lordship pointed out that, if the plaintiff only got party and party costs, he would be in a worse position than the other creditors, for they might be paid in full, and might not have to pay any costs, while the sum which the plaintiff personally recovered would be diminished by his solicitor and client costs. His lordship referred to the principle as laid down by Kindersley, V.C., in *Thomas v. Jones* (1 Drew. & Sm. 134), and by Lord Langdale, M.R., in *Sutton v. Doggett* (3 Beav. 9), and stated the rule as embodied in those two cases as follows:—Where the whole fund belongs to creditors, the plaintiff who has enabled the fund to be distributed amongst the creditors obtains his solicitor and client costs.—COUNSEL, Crossley, Q.C.,

and D. L. Alexander; Graham Hastings, Q.C., and Renshaw; Kekewich, Q.C., and Dauney. SOLICITORS, H. Montague; Allen & Edwards; Soles & Co.

Re TATE'S SETTLEMENT TRUSTS—Kay, J., 8th May.

APPOINTMENT OF NEW TRUSTEES—SCOTCH DEED—JURISDICTION.

This was an application for the appointment of new trustees of a Scotch deed of settlement made in 1826, the last survivor of seven original trustees having recently died. KAY, J., doubted whether the court had jurisdiction to appoint trustees of a Scotch deed; but, the property and the beneficiaries under the deed being in England, he consented to make the order.—COUNSEL, Munro Edwards. SOLICITORS, F. J. & G. J. Braikenridge.

Re KINGDON, WILKINS v. PRYER—Kay, J., 6th May.

SPECIAL POWER OF APPOINTMENT—SUBSEQUENT WILL—GENERAL REVOCATORY CLAUSE.

A testatrix made a will in exercise of a special power of appointment, and subsequently made a will disposing of other property, and making no reference to the previous appointment, or to the existence of the power, but containing the clause, "I hereby revoke all wills and codicils heretofore made by me, and declare this to be my last will and testament." KAY, J., held that the appointment under the special power was revoked: *In the Goods of Joya* (30 L. J. 169), and *In the Goods of Merritt* (1 Sw. & Tr. 112) were distinguished; and *Harvey v. Harvey* (23 W. R. 478) was followed.—COUNSEL, Graham Hastings, Q.C., and Begg; W. Pearson, Q.C., and Dauney; E. W. Byrne. SOLICITORS, Mackeson, Taylor, & Arnould; Carr & Co.

Re PARKER AND BEECH'S CONTRACT—Kay, J., 6th May.

VENDOR AND PURCHASER—SEPARATE RECEIPTS BY DIFFERENT VENDORS.

This was a summons, under the Vendor and Purchaser Act, 1874, asking that each set of vendors of certain freeholds should be ordered to give a separate receipt for their share of the purchase-money. The property in question had been conveyed by way of mortgage to two mortgagees. The mortgage contained the usual declaration that the mortgage money (£12,000) belonged to them on a joint account. An agreement (of even date with the mortgage) declared that the £12,000 belonged to the mortgagees in the shares of £6,500 and £5,500. Subsequently the mortgagees assigned their shares separately to two different sets of trustees, and these trustees were the present vendors. The above agreement as to the mortgage money appeared in the abstract of title. It was contended that the trustees were no longer owners on a joint account, and that each set of trustees should give a receipt for their separate share, and that this should appear on the conveyance. *Cooper v. Allen* (L. R. 4 Ch. D. 803) was cited, and *contra* *Macarthur v. Whislton* (34 Beav. 107). KAY, J., held that the money to be paid was not the mortgage money but the price to be paid to the persons who had in them the power of sale, and that the purchaser would be perfectly safe in taking a joint receipt. The application was dismissed with costs.—COUNSEL, A. & B. Terrell; Graham Hastings, Q.C., and Sturges. SOLICITORS, Ernest A. Fuller, for Brassey, Chester; Meredith & Co., for Birch, Cullimore, & Douglas, Chester.

## THE WIMBLEDON LOCAL BOARD AND THE OVERSEERS OF THE PARISH OF WIMBLEDON v. THE CROYDON RURAL SANITARY AUTHORITY—North, J., 7th May.

"WORKS FOR SEWAGE PURPOSES"—PUBLIC HEALTH ACT, 1875, s. 32—PRACTICE—EX PARTE INJUNCTION OBTAINED BY MISREPRESENTATION—MOTION TO DISSOLVE.

The question in this case was whether certain works which the defendants had commenced executing were "sewage works" within the meaning of section 32 of the Public Health Act, 1875. The Wimbledon Board had a sewage farm situate on the bank of the River Wandle; the defendants also had some sewage works close to the same river, but higher up the stream. The effluent water from the defendants' works was carried away by means of a drain, which passed through the sewage farm of the Wimbledon Board and discharged itself into a piece of water called Western Pool, which communicated with the river by means of a sluice, and, becoming narrower, ultimately formed a backwater to the river, into which it discharged itself lower down the stream. Into this backwater the effluent water from the sewage works of the Wimbledon Board was discharged. An action had been brought against the defendants by the freeholder of Western Pool, which had resulted in a compromise, by which the defendants had agreed to cleanse, level, and cement the bottom of Western Pool, and to flush the pool for half an hour daily by opening the sluice. They had commenced to carry out this agreement by damming up the pool at both ends and pumping the water out of it. The pool was entirely outside the district of the defendants, and was partly within that of the Wimbledon Board. The Wimbledon Board brought this action, alleging that the works which the defendants were about to carry out at Western Pool were works for "sewage purposes" within the meaning of section 32 of the Act, and that, as they were outside the defendants' district, before commencing them the defendants ought to have taken the steps pointed out by that section, so as to enable the plaintiffs to obtain the direction of the Local Government Board whether the execution of the proposed works should be

permitted; and the plaintiffs claimed an injunction to restrain the defendants from carrying out the works. The plaintiffs, in the Easter Vacation, obtained an *ex parte* injunction from the Vacation Judge till the 5th of May. The defendants served a notice of motion for the 4th of May to dissolve the injunction, on the ground that the facts had not been truly represented to the judge. The defendants also, by their notice of motion, asked, under the plaintiffs' undertaking as to damages, for an inquiry as to damages occasioned to them by reason of the stoppage of their works by the injunction. On behalf of the plaintiff, it was contended that the defendants' motion to dissolve the injunction was unnecessary, because the injunction would have expired of itself on the 5th of May, and that, therefore, the defendants ought to pay the costs of that motion. *Noorn, J.*, held that the defendants' proposed works were not "works for sewage purposes" within the meaning of section 32. He also held that the facts had not been properly stated to the Vacation Judge, and that, therefore, the defendants were justified in moving to dissolve the injunction, and for an inquiry as to damages, and he gave them the costs of their motion.—COUNSEL, *Bazalgette; Higgins, Q.C., and John Henderson. SOLICITORS, W. H. Whitfield; West, King, Adams, & Co.*

*Re WOOD, WARD v. WOOD*—North, J., 11th May.

WILL—LEGACY—LEGATEE TO ACCOUNT FOR ADVANCES—MISTAKE BY TESTATOR AS TO AMOUNT OF ADVANCES—RIGHT OF LEGATEE TO CONTRADICT WILL.

The question in this case was whether residuary legatees, who, by the will of the testator, were directed to bring into hotchpot the amounts of certain advances which the will stated that he had made to them on account of their shares, were bound by the amounts of those advances as stated in the will, or whether they were at liberty to shew that no such advances had, in fact, been made by the testator. The testator, by his will, directed his trustees to divide the residue of his estate equally between his children living at his death, and the issue of deceased children, the children of a deceased child taking between them equally the share which their parent would have taken if living. The testator went on to state that, before the execution of the will, he had advanced to four of his sons (whom he mentioned by name), on account of their shares respectively, the respective sums which he mentioned, and he declared that the person or person interested in the share or shares of any of those four sons should not be entitled to such share without bringing into hotchpot "the respective sums hereinbefore recited to have been advanced, together with interest thereon." The testator being dead, three of the four named sons and the children of the fourth, who was dead, desired to adduce evidence that the respective advances stated in the will to have been made to the four sons had, in fact, never been made, but that the testator had made a mistake. *North, J.*, held that this could not be done, but that the legatees were bound by the statement in the will of the amount of the advances respectively, and must bring them into hotchpot accordingly. He said that, the gifts being voluntarily made by the testator, the legatees must take them as they found them, with the burden which he had attached to them. He said that they were bringing into hotchpot, not sums actually advanced to them, but sums "recited to have been advanced." *Re Aird's Estate* (L. R. 12 Ch. D. 291) was an authority in point, and it was not overruled by *Tomlin v. Underhay* (L. R. 22 Ch. D. 495, 25 SOLICITORS' JOURNAL, 660). In the latter case there was a will and a codicil, the words of which were very special; one view of them would have led to an absurdity, the other was very simple. The decision of the Court of Appeal was founded on the special circumstances of the case, and did not in any way impeach the decision in *Re Aird's Estate*.—COUNSEL, *Northmore Lawrence; G. E. S. Fryer; Stirling. SOLICITORS, Emmet, Son, & Stubbs; W. & J. Flower & Nussey.*

*Re WINSTANLEY'S SETTLED ESTATES*—North, J., 8th May.

PETITION FOR PAYMENT OF FUND OUT OF COURT—FUND SUBJECT TO APPOINTMENT—DISPENSING WITH EXECUTION OF APPOINTMENT.

This was a petition for the payment or transfer out of court to the petitioners, of a fund which represented part of the proceeds of sale of a settled estate, which had been sold in pursuance of an order of the court made in 1878 under the Settled Estates Act, 1877, on the petition of the tenant for life and the first tenant in tail in remainder, who was then an infant. The order directed the application of part of the proceeds of sale in the discharge of incumbrances and the investment of the residue, and the payment of the income of the investments to the tenant for life, for his life, or until further order. In March, 1886, the tenant in tail attained twenty-one, and a deed was then executed by him and the tenant for life, disentailing the fund in court and releasing it from all liability to be invested in the purchase of land. The fund was thereby assigned to a trustee, to be held by him upon such trusts, &c., as the tenant for life and the tenant in tail should from time to time or at any time by deed jointly appoint, and, until and subject to any appointment, upon trust for the tenant for life for his life, and after his death upon trust for the tenant in tail absolutely. The tenant for life and the tenant in tail presented the petition, asking that the fund in court might be paid or transferred to them. They had not executed any appointment in pursuance of the disentailing deed. *North, J.*, on the authority of *Cambridge v. Rous*, (25 Beav. 574), held that the presentation of the petition was a substitute for an appointment, and it was unnecessary that an appointment should be executed, and made the order asked for.—COUNSEL, *Sydney E. Williams. SOLICITOR, C. J. Mander.*

#### BANKRUPTCY CASES.

*Ex parte BLANCHETT, Re KEELING*—C. A. No 1, 8th May.

BANKRUPTCY NOTICE—ASSIGNEE OF JUDGMENT DEBT—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (g.).

The question in this case was whether a bankruptcy notice can be issued by the assignee of a judgment debt. The holder of an overdue bill of exchange had obtained judgment upon it against the acceptor. He afterwards assigned the judgment for value, and the assignee again assigned it. The ultimate assignee obtained leave to issue execution on the judgment, and he then issued a bankruptcy notice in respect of the debt against the acceptor. The acceptor applied to have the notice set aside. Sub-section 1 of section 4 of the Bankruptcy Act, 1883, provides that: "A debtor commits an act of bankruptcy in each of the following cases":—(*inter alia*) "(g.) If a creditor has obtained a final judgment against him for any amount, and, execution thereon not having been stayed, has served on him . . . a bankruptcy notice requiring him to pay the judgment debt in accordance with the terms of the judgment, or to secure or compound for it to the satisfaction of the creditor or the court, and he does not within, &c. . . either comply with the requirements of the notice, or satisfy the court that he has a counter-claim, set-off, or cross-demand which equals or exceeds the amount of the judgment debt, and which he could not set up in the action in which the judgment was obtained." The court (Lord *ESHER*, M.R., and *Bowen* and *Fay*, L.J.) held that the assignee was not, within the meaning of sub-section 1 (g.), a creditor "who had obtained a final judgment" against the acceptor, and that he was not entitled to issue the bankruptcy notice. Lord *ESHER*, M.R., said that it was impossible to hold that the assignee was, within the ordinary sense of the words, a creditor "who had obtained a final judgment." It was said that the words ought to be enlarged so as to embrace him, and reliance was placed on *Ex parte Woodall* (L. R. 13 Q. B. D. 479) in which the Court of Appeal (Baggallay, Cotton, and *Lindley*, L.J.) held that the words might be extended so as to include the personal representative of a deceased judgment creditor. But his lordship thought that the judgments of all the judges in that case were founded on a principle which would apply only to such a representative of the creditor who had actually obtained the judgment as his legal personal representative. He had asked the judges who decided that case what was their view of the principle of their decision, and they had told him that it was founded on the consideration that the personal representative of a deceased debtor might formerly have been made a party to the record in an action against him for the debt, and that, therefore, the personal representative might fairly be said to be, within the words of sub-section 1 (g.), a creditor who had obtained a final judgment, and that they intended to go no further, and they all agreed that it would be extremely dangerous to carry the sub-section any further. There was, therefore, the authority of the whole Court of Appeal in favour of the view that an assignee of a judgment debt was not within the sub-section. *Bowen*, L.J., said the argument was that the assignee of a judgment debt was entitled to every remedy against the judgment debtor to which the original judgment creditor was entitled, and that he ought, by a liberal interpretation of sub-section 1 (g.), to be considered as coming within its terms. But a liberal interpretation ought not to be given to a section of an Act the object of which was to entail penal consequences—to a clause which defined a crime or an act of bankruptcy. Under the Bankruptcy Act, 1883, any debtor was liable to be compelled to commit an act of bankruptcy by means of a debtor's summons, and it was found that the process was used to obtain payment of disputed debts. There was a crop of abuses. The process was used to extort money from debtors, just as companies were wrecked by unfounded winding-up petitions. In the Act of 1883, among many other trenchant changes, there was a notable change in the definition of acts of bankruptcy. A creditor was entitled to use this process to compel his debtor to commit an act of bankruptcy only when he had prosecuted his claim to judgment, and execution on the judgment had not been stayed; when, between him and the full fruition of his claim, there stood only a process of law uncompleted. This afforded an excellent reason for not extending the construction of sub-section 1 (g.) beyond the plain letter. It ought not to be extended beyond the representative of such a creditor. *Fay*, L.J., thought it clear that sub-section 1 (g.) implied that the creditor who had actually obtained the final judgment should issue the bankruptcy notice. The two acts must be done by one and the same person. He thought that this was the deliberate intention of the Legislature, and not a mere accidental result of their language. He thought that this was the view of the Court of Appeal in *Ex parte Woodall*. *Cotton*, L.J., there dwelt on the fact that the same person was to do both the things. In the present case the judgment was obtained by one person; the bankruptcy notice was issued by another person who had a derivative title through him. In *Ex parte Woodall* the Court of Appeal came to the conclusion that, as the personal representative of the deceased judgment creditor took all his personal estate with the liabilities affecting it, he was, for the purposes of sub-section 1 (g.), the same person. That view did not apply to the present case. But, even if the words of the first part of sub-section 1 (g.) were not enough to exclude an assignee of a judgment debt, it was far from clear what would be the true construction of the latter part, relating to a counter-claim, set-off, or cross-demand, if one person could obtain the judgment, and another issue the bankruptcy notice. His lordship thought that the latter part of sub-section 1 (g.) was addressed to the view that the same person was to do both the acts.—COUNSEL, *Cooper Willis, Q.C., and Ringwood; Winslow, Q.C., and Herbert Reed. SOLICITORS, C. E. R. Preston; Munns & Longden.*

## CASES AFFECTING SOLICITORS.

ARMSTRONG v. MILBURN—C. A. No. 1, 7th May.

## ACTION FOR NEGLIGENCE.

This was an action against a solicitor at Workington for negligence, in which the jury had given a verdict for heavy damages. This verdict the Divisional Court had set aside as not supported by any evidence of negligence at all, and the plaintiff had appealed from that judgment. The plaintiff, in 1865, made a claim against a railway company for encroaching on her property, in respect of which proceedings had been taken under the Lands Clauses Act for compensation, and an award had been obtained for £608, and in 1869 she consulted the defendant as to enforcing it. He, however, found that the award was void and could not be enforced, and he endeavoured to induce the railway company to come to some settlement; but they, conceiving the damage trivial, only offered £18, which was refused, and at last, by the operation of the Statute of Limitations, the plaintiff's claim was barred. Ultimately, in 1884, she brought this action against her solicitor for negligence in not taking due means to enforce the award; to which he set up the Statute of Limitations (as six years had run from the time the remedy was lost on the award), and to this the plaintiff replied that the solicitor had fraudulently concealed the absence of a remedy until the remedy had become barred by the statute. The case was tried at the Carlisle Assizes before Mr. Justice Day and a special jury, and the plaintiff was examined as a witness in support of her case; but the strongest thing she could state was that at an early period the solicitor told her he was taking the necessary steps "to obtain compensation" (the steps he was taking being attempts to induce the company to settle the claim), and that he had not told her of the Statute of Limitations. At the close of the case the counsel for the plaintiff admitted that there was no fraud on the part of the defendant, and the learned judge then left the question to the jury whether there had been any negligence by which the plaintiff had sustained an injury, and whether, if so, he had concealed it from her. They found a verdict for the plaintiff for £608, on the ground that another course ought to have been taken to obtain compensation before the statute had run against the claim. A divisional court, however (Mathew and A. L. Smith, J.J.), set aside the verdict as not warranted by any evidence of negligence. The plaintiff appealed from that judgment. Their lordships dismissed the appeal. Lord ESHAM, M.R., said he could see no evidence of any negligence at all on the part of the solicitor. Even if there had been any, as the Statute of Limitations had run against the plaintiff, the action could not be sustained, unless he had fraudulently concealed the loss of remedy; but there was not a particle of evidence of this, or of any concealment whatever. No decent jury could have found the defendant guilty of fraud upon such evidence, and the counsel for the plaintiff, feeling that, had tried to get a verdict on the ground of a concealment without fraud; but such was not the law, for the Statute of Limitations could only be got rid of by fraudulent concealment. The plea of the statute, however, did not really affect the action, for there was no cause of action whatever for negligence, as it appeared that the only instruction the lady had given to her solicitor was to enforce the award which she had obtained, and which could not be enforced. In any view, therefore, the action could not be supported, and the judgment must be upheld. BOWEN, L.J., concurred, observing that at the trial the plaintiff's counsel admitted that there was no fraudulent concealment, and had contended that concealment not fraudulent would be an answer to the statute—a view, however, untenable in law—and now it was sought to support the verdict on the ground that fraud had been found. There was no cause of action whatever on any ground. FAY, L.J., concurred. The only answer to the statute, he said, would be fraudulent concealment, and fraud was given up at the trial, and, further, there was no pretence for charging the defendant with any fraud whatever, nor was there the faintest suggestion of it. Nor did he see that there had been any negligence whatever.—COUNSEL, *Henn Collins, Q.C.*, and *Mattinson*; *Gully, Q.C.*, and *Henry*.—*Times*.

## Re JOSEPH MANDALE, A SOLICITOR—Q. B. Div., 6th May.

This was a motion by the Incorporated Law Society to strike the solicitor off the roll. Counsel for the solicitor urged that he should be allowed further time to answer the affidavits. The following judgments were delivered. GAORV, J.—This is a case entirely without an answer. From the various affidavits, it seems the solicitor received from Mrs. Chainey, on the 18th of June, 1884, the sum of £100. He had been asked, first of all, by Messrs. Hindson-Miller & Vernon, what he had done with that, and he was applied to by them to pay it over, and threatened, too, by them, and they write and tell him that, unless he does something in the matter, they will lay the matter before the Incorporated Law Society. The matter is laid before the Law Society, and Mr. Williamson, the secretary of the Law Society, writes to him again, and he appears to give no answer to any of those letters. Then this matter is brought forward; affidavits are filed; they are shewn to the learned counsel, and he has had a considerable time given him by Mr. Reid to consider them, and no doubt has been in communication with his client, because he constantly speaks of his "instructions" and "the instructions of his client"; but there is not a single affidavit filed, not an excuse of any description, no reason given; and the court are asked to give time—for what? Apparently the learned counsel, having no case at all, simply asks the court to give further time to inquire into the matter into which every inquiry has been made and every opportunity has been given to the solicitor to answer the case, to which he does not think fit to give any answer. It is stated by his

counsel that costs have been incurred. I do not know whether it is so or not, and there is nothing to lead me to believe that costs, to any substantial extent, have been incurred; but I do not know anything at all except the mere word of the learned counsel, upon taking, as he says, his instructions from his client. But even that does not seem very definite. He says he prepared some draft or papers. There is no information as to what he did or what reason he gives. I do not know what his case is or what defence he has. He says, in one of his letters, he has been unwell, and his counsel seems to intimate, though he does not express it in very certain language, that he is now unwell; but there is no affidavit. It is not stated that he is unable to make an affidavit, and there is no affidavit by him or a medical man or anyone. The case, in fact, is one which any learned counsel now sitting in court might get up and present, as far as any materials go, because there is not a shadow of material of which the court may take any notice coming from this solicitor to answer this charge, which is that, since the 18th of June, 1884, he has had the sum of £100 paid him by a client for the purpose of being spent in a particular matter—taking out administration—and the court has no option in this case. Really, it would lead to this—that any application on behalf of the Law Society or otherwise to strike a solicitor off the rolls is met by instructing counsel to ask for time. Counsel cannot argue a case which, to my mind, is unarguable. It appears to me that we must make the rule absolute to strike the solicitor off the rolls. DENMAN, J.—Two or three dates appear to me to be conclusive. In the first place, on the 22nd of March of the present year there was notice of the present application to the person concerned, and the notice was that, ten days after service of this notice, the court would be moved for an order calling upon him to answer the matters contained in certain affidavits, or that his name should be struck off the roll of solicitors. The matter was coming on at an earlier date, and then it was allowed to stand over out of consideration for the party or his counsel, or both. It did stand over, and now it comes before us upon the statements in the affidavit of Mr. Vernon mainly—that is the important affidavit—without the slightest attempt in any way to controvert the facts there stated. Now, turning to the affidavit, two or three dates there to my mind are conclusive of this matter. On the 12th of March, 1884—and this is uncontradicted—after negotiation between Messrs. Hindson-Miller & Vernon and the party in question, he informed the person who makes this affidavit, Mr. Vernon of that firm, that he had "looked into the matter and found that there was about £100 due to the clients whom he represented, and promised to look up the papers and obtain particulars to enable us to prepare the necessary affidavits for obtaining letters of administration." That is one date, the 12th of March, 1884. Then there is another uncontradicted date, and that is, in June, 1884, the £100 about which the whole correspondence and communications were was paid to him, and he took it at that time from the party entitled to it—that is, Mrs. Chainey—and he had no right beyond, at the most, something which would have justified him in saying that there was about £100 due to her, and if it were some trifling matter of costs which he might have made good, certainly it could not have been any matter of considerable importance—it was not anything which would have detracted from the statement that there was about £100 due. Then he is not content with that course; but after he has got the money in his hands—and this is, to my mind, a very serious feature in the case—he goes on chaffering with Messrs. Hindson-Miller & Vernon, as though he had not got the money, and talking about proceedings which could only be relevant with reference to getting it, as though he had not it. But he has the money at the time in his pocket, and he does not condescend to tell us what he has done with it by affidavit in any way, or by any explanation even that is furnished to us to shew how there is a single penny which he is entitled to deduct from that. There is, therefore, I am sorry to say, the too common case of a man who has money as a solicitor in his possession for clients, and who pockets that money, and applies it to his own use, without giving the slightest account of what right he has to it or suggesting or bringing forward any excuse for his conduct. That being so, he has left the court no other inference to draw except that he is a person unfit to be in that fiduciary relation with clients which a solicitor alone can occupy. Therefore, I entirely agree that he should be struck off the roll of solicitors, according to the motion of which he has had notice.—COUNSEL, *R. T. Reid* and *Hollams*; *Scarlett*.

Mr. Baron Huddleston was operated upon for stone early on Saturday morning with a successful result. In consequence of his illness, Mr. Justice Denman has taken his place on the Northern Circuit at the assizes at Manchester and Liverpool.

At the Ipswich assizes on Monday, George Edward Ray, solicitor, of Norwich, pleaded guilty to several charges of forgery. The prisoner when asked what he had to say why sentence should not be passed upon him, said that while he had no extenuating circumstances to urge for his crime, every crime had a beginning, and his acts of subsequent dishonesty were to a certain extent necessitated by the first. Mr. Baron Pollock sentenced the prisoner to seven years' penal servitude.

In the House of Commons, on the 6th inst., Mr. Rylands asked when it was probable that the inquiry now being conducted by a departmental committee into the constitution and expenditure of the Central Office of the Supreme Court of Judicature would be completed; and whether the report of this committee would be laid upon the table. Mr. H. Fowler said: "The inquiry referred to is being actively prosecuted, but I cannot say when it will be completed. The report of the committee will be presented to the Lord Chancellor, whom I will consult as to laying it upon the table of the House."

## SOCIETIES.

## INCORPORATED LAW SOCIETY OF IRELAND.

An adjourned meeting of this society was held on Tuesday to further consider the report from the committee upon the subject of legal reform (*ante*, p. 167). Mr. H. L. KELLY took the chair.

After the chairman had introduced the subject,

Mr. SCALLAN moved the following resolution:—“(2) That it is desirable this society should take active steps to bring about the following reforms:—(b. c.) An extension of the right of audience which a solicitor at present possesses in the High Court of Justice by conferring on him the right to act as an advocate in all business in chambers, as fully as he is at present entitled under the Irish Bankruptcy Act, 1857, to act in all business in the Court of Bankruptcy; also a power to move all *ex parte* applications in court, and to act as an advocate in all actions when the sum sued for does not exceed £50. (c.) An extension of the right of audience which a solicitor at present possesses in defending prisoners, by enabling him in all criminal cases to address the jury and to act as an advocate in every other respect. To enable two solicitors to appear and act for the same prisoner or prisoners. (d.) An extension of the like right of audience in the Court of the Land Commission, Recorder's Court, and county courts, and petty sessions courts, by enabling two solicitors to appear and act for the same client in the same case.” He said that what they had before their minds in the reforms which they had put forward here was this, that as far as economy did not interfere with efficiency in the discharge of business, they ought to support economy in the discharge of justice. Certainly it was a step in that direction to do away with the necessity of importing a junior counsel into every application, no matter how trivial or formal its character may be. Solicitors would never seek to transact business of a difficult character if they thought it was to the interest of their clients that the business should be transacted by the bar and not by them. In the Court of Bankruptcy their privileges were much wider. There a solicitor could act as an advocate in everything, and the same way in the Land Commission Court; but it was perfectly notorious that in all serious law arguments, in all matters that naturally called for the higher assistance which a barrister could render in litigation, they always employed a barrister, and the barrister, did not suffer by that privilege which the solicitor at present enjoyed.

Mr. R. K. CLAY seconded the resolution, and impressed upon the members of the society the fact that the powers sought were purely permissive; and as Mr. Scallan very plainly put it, while they sought these modifications they need not act unless in cases where they considered that they were sufficiently well able to act in the interest of the public and of justice.

Mr. H. T. DIX opposed the resolutions, which, he considered an attempt to extinguish the junior bar. It would be infinitely more honourable to amalgamate the professions than to adopt these insidious resolutions.

Mr. HENRY T. DIX (in the absence of Mr. Galloway,) moved the following amendments:—

Division (b.) line 1—Strike out the word “High,” and substitute therefor the word “Supreme.”

Division (b.) line 4—Strike out the words “also a power to move all *ex parte* applications in court, and to act as an advocate in all actions where the sum sued for does not exceed £50,”

and substitute therefor,

Division (b. 1)—To provide that all *ex parte* applications be made in chambers and be moved by a solicitor, but with power to the judge hearing the application to adjourn the same, or any part thereof, into court for argument by counsel, if justice should so require.

Division (b. 2)—That such amendments be made in the constitution and rules of the county courts as may be necessary to insure that suitors shall have their cases promptly heard and adjudicated upon, and that, pending the making of such amendments, solicitors shall have power to act as advocates in all actions in the High Court of Justice where the sum sued for does not exceed £50.

The amendments seemed to him thoroughly intelligible. Mr. Galloway's view was that the chamber should be the place for the solicitor, and the court the place for counsel. There was a great deal of reason in that definition. The next amendment must be taken in connection with the previous one. He took it that there was a grievance upon the part of the public when they were obliged to employ counsel when a solicitor would do. If they had the county courts sitting constantly there would not be the same necessity for bringing many actions in the superior courts. In England a large amount of chamber business was performed by solicitors which was performed by counsel in Ireland.

Mr. W. FINDLATER seconded the amendments. He thought the suggestion in amendment (b. 1) was an excellent one. He did not think it would be wise to press that part of the resolution (b.) which proposed to give power to solicitors to move all *ex parte* applications in court and to act as advocates where the sum sued for was under £50.

Mr. WM. FRY, jun., supported Mr. Galloway's amendment. They wanted, in this country, to have the same rights that solicitors had in England. It was in that view that the committee put down in the appendix the sixty-four different orders which could be moved in chambers before the master in England by solicitors. Anyone taking the trouble to read that list would see that there were a vast number of orders which they must in Ireland instruct counsel to apply for. He thought it would not be prudent at this time that solicitors should ask to act as advocates.

Mr. CRAIG quite agreed with Mr. Fry with regard to what had been said about altering the last clause of section (b.). He did not think they

ought to get into antagonism with the junior bar. He suggested that the amendment to section (b. 1) should be made to read:—“To provide that all *ex parte* applications be made in chambers, and that the chamber practice in the Common Law Division be assimilated to the practice of the Chancery Division.”

Mr. DIX was quite willing to adopt that alteration.

Mr. WHITE said if they adopted the suggestion that solicitors should act as advocates in all actions in the High Court where the sum sued for did not exceed £50, they came back again to the question of amalgamation, which they had already decided was undesirable.

Mr. SCALLAN did not contemplate that, in allowing a solicitor to act as advocate in all cases not exceeding £50, it was intended that a solicitor should act with a barrister and conduct a case in the absence of the barrister, but it was intended to give the option of having a case conducted by either a solicitor or barrister.

Mr. T. GERRARD thought they ought not to attempt to snuff out the junior bar and give them no briefs in any but complicated cases; but at the same time there were certain *ex parte* applications and chamber motions that it was perfectly absurd to be bringing in counsel to move.

The amendment to substitute the word “Supreme” for “High” was agreed to.

The CHAIRMAN expressed his cordial concurrence with what had fallen from Mr. Harkan.

Amendments (b.), line 4, and (b. 1) were put and rejected.

Mr. FRENCH then proposed an amendment to strike out from resolution (b.) the same words which Mr. Galloway proposed to strike out, and to substitute therefor:—“Provide that all business by existing rules directed to be transacted in chambers, and all *ex parte* applications, may be moved by a solicitor.”

Mr. W. K. CLAY seconded the amendment.

Mr. ROSENTHAL said if they struck out all the words after the word bankruptcy in resolution (b.) they would have all they wanted.

Mr. French's amendment was put and lost.

Mr. ROSENTHAL moved an amendment simply striking out the words after bankruptcy in resolution (b.).

Mr. CRAIG seconded the amendment.

The amendment was put to the meeting and carried.

Mr. Galloway's amendment (b. 2) was then put to the meeting and rejected.

Mr. WHITE moved the omission in the resolution of the provision enabling two solicitors to appear in a case.

Mr. CRAIG seconded the amendment, which was adopted.

The motions moved by Mr. Scallan, subject to the amendments of Messrs. French and White, were then adopted.

The meeting was then adjourned.

## SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst., Mr. J. Anderson Rose in the chair. The other directors present were Messrs. Samuel Harris (Leicester), Edwin Hedger, Grinham Keen, R. Pennington, H. Roscoe, Sidney Smith, W. Melmoth Walters, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £265 was distributed in grants of relief, two new members were admitted to the association, and other general business was transacted.

## LAW STUDENTS' JOURNAL.

## INCORPORATED LAW SOCIETY.

## HONOURS EXAMINATION.

April, 1886.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

## FIRST CLASS.

In the opinion of the committee the standard attained by the candidates does not justify the issue of any first class list.

## SECOND CLASS.

[In Alphabetical order.]

Thomas Dobson Fenwick, who served his clerkship with Mr. William Daggett, of Newcastle-on-Tyne; and Messrs. Williamson, Hill, & Co., of London.

Thomas Stephenson Simpson, who served his clerkship with Mr. Samuel Learoyd, of Huddersfield.

Arthur Smith, who served his clerkship with Mr. Alban Gardner Buller, of the firm of Messrs. Buller, Bickley, & Cross, of Birmingham; and Messrs. Collins & Wilkinson, of London.

John Stephenson, who served his clerkship with Mr. Matthew Bowser Dodds, of Stockton-on-Tees.

## THIRD CLASS.

[In Alphabetical order.]

Whateley Charles Arnold, who served his clerkship with Mr. Adon Leslie Antill, of London.

Ion Atkins, who served his clerkship with Mr. George Atkins, of Birmingham.

Sidney Wrangell Clarke, who served his clerkship with Mr. Charles

Ernest Gresham, of Hull; and Mr. Arthur Richard Oldman, of London. George Arthur Creswell, who served his clerkship with Mr. Robert Whateley Nevill, of the firm of Messrs. Nevill & Atkins, of Tamworth. James Newton Graham, who served his clerkship with Mr. Alfred William Cowdell, of Chesterfield; and Messrs. Pattison, Wigg, & Co., of London.

James Yates Holt, who served his clerkship with Mr. Benjamin Hadley Sanders, of Bromsgrove; and Messrs. Tucker & Lake, of London.

Walter Haydon Newton, who served his clerkship with Mr. Albert Overall, of Leamington; Mr. John Slatter, of Stratford-on-Avon; and Messrs. Gregory & Co., of London.

John Erskine Grant Sandford, who served his clerkship with Mr. Arthur Thomas of the firm of Messrs. Rodgers & Thomas, of Sheffield; and Mr. William Howard Gray, of the firm of Messrs. Bell, Brodrick, & Gray, of London.

Herbert Ralph Winterton, who served his clerkship with Mr. William Wood, of Southam; and Messrs. Field, Roscoe, Francis, & Osbaldeston, of London.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was 42.

#### PRESTON LAW DEBATING SOCIETY.

The fourteenth general meeting of this society for the present session was held at the Preston Law Library, Chapel Walks, on Friday evening, May 7, when the chair was occupied by Mr. Charles H. Plant, solicitor, of Preston. After six legal queries propounded by Messrs. J. Bell, W. Bramwell, S. Davies, T. B. Ladyman, W. Preston, and J. J. Rawsthorn, respectively, had been successively gone through and discussed, a debate took place on the following motion:—"That the decision of the Court of Appeal in the case of *Pearce v. Foster* should be reversed on appeal to the House of Lords." Mr. Albert Bush, solicitor, argued for the reversal of the decision of the Court of Appeal, and he was supported in his contention by Mr. James Bell. Mr. J. J. Rawsthorn opposed, speaking in favour of the affirming of the Court of Appeal decision, and Mr. T. B. Ladyman upheld his view of the case. The leaders having replied, the chairman summed up the arguments adduced pro and con, and put the case to the jury, who, after considering the matter among themselves, returned a unanimous verdict for the respondents—that is, in favour of the decision.

#### LEGAL APPOINTMENTS.

The Right Hon. Sir THOMAS ERSKINE MAY, K.C.B., who has been raised to the Peerage as Baron Farnborough, was born in 1815. He was educated at Bedford Grammar School. He was appointed assistant librarian to the House of Commons in 1831, and he was taxymaster and examiner of petitions on private Bills from 1846 till 1856, when he became assistant clerk of the House of Commons. In 1871 he was appointed principal clerk of the House of Commons, which office he has just resigned. He was a Civil Knight Commander of the Order of the Bath in 1860, a Civil Knight Commander of that order in 1866, and a privy councillor in 1883. Lord Farnborough was called to the bar at the Middle Temple in Easter Term, 1838. He was president of the Statute Law Commission, and he is author of a treatise on Parliamentary Law and Procedure, of a Constitutional History of England, and of a work Democracy in Europe. He is a bencher of the Middle Temple.

Mr. JOHN OBLEIN, solicitor, of 21, Cannon-street, has been elected Vestry Clerk of the parishes of All Hallows and St. John the Evangelist, in succession to Mr. John Mackrell, resigned. Mr. Oblein was admitted a solicitor in 1879.

Mr. GEORGE BAINBRIDGE, solicitor (of the firm of Bainbridge & Barnley), of Middlesborough, has been appointed Clerk to the Tees Port Sanitary Authority. Mr. Bainbridge is town clerk of Middlesborough. He was admitted a solicitor in 1860.

Mr. WILLIAM COURT GULLY, Q.C., has been appointed Recorder of the borough of Wigan in succession to the late Mr. John Thompson Fitzadam. Mr. Gully is the second son of Dr. James Gully, and was born in 1835. He was educated at Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Hilary Term, 1860. He practices on the Northern Circuit, and he became a Queen's Counsel in 1877. Mr. Gully is a bencher of the Inner Temple.

Mr. MORSE GOULTER, solicitor, of Hungerford, has been appointed Registrar of the Hungerford County Court (Circuit No. 45) in succession to Mr. Henry Edward Astley, deceased. Mr. Goultor was admitted a solicitor in 1865.

Mr. CLEMENT WALDRON, solicitor, of Cardiff and Llandaff, has been elected President of the Cardiff and District Incorporated Law Society. Mr. Waldron is registrar of the Cardiff District Probate Registry. He was admitted a solicitor in 1850.

Lord WATSON and Lord ASHBOURNE have been elected Benchers of Gray's-inn.

Mr. HENRY RONY THORPE, solicitor (of the firm of Thorpe & Thorpe), of Nottingham and Alfreton, has been appointed Official Receiver in Bankruptcy for the Nottingham District, in succession to Mr. John Watson, resigned. Mr. Thorpe was admitted a solicitor in 1858.

Mr. ARTHUR PRICE LLEWELLYN, solicitor (of the firm of Llewellyn & Ackrill), of Tunstall, has been appointed Secretary to the North Staffordshire Chamber of Commerce. Mr. Llewellyn is clerk to the Tunstall Local Board. He was admitted a solicitor in 1874.

Mr. JOHN HOPWOOD BOARDMAN, solicitor, of Manchester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Boardman was admitted in March, 1880.

#### DISSOLUTION OF PARTNERSHIP.

ADAM FOX (deceased) and GEORGE WILLIAM FOX, solicitors (A. & G. W. Fox), 53, Princess-street, Manchester. October 18. [Gazette, May 11.]

#### OBITUARY.

##### MR. HERBERT ROSS WEBBE.

Mr. Herbert Ross Webbe, barrister, died suddenly on the 9th inst. Mr. Webbe was the third son of Mr. Alexander Allan Webbe, and was born in 1856. He was educated at Winchester, and he was formerly scholar of New College, Oxford, where he graduated second class in mathematics in 1879. He was called to the bar at Lincoln's-inn in January, 1883, and he had practised in the Chancery Division. He was well known as a brilliant cricketer, having played in the Winchester and Oxford Elevens, and also as a representative of the county of Middlesex. He was also an accomplished violin player. Mr. Webbe had for some time taught in the Sunday-school of St. John's, Paddington. He attended the school as usual on the afternoon of Sunday, the 9th inst., and, while reading prayers, he suddenly expired. His death was caused by disease of the heart.

##### MR. SAMUEL PHILPOT BROOKES.

Mr. Samuel Philpot Brookes, solicitor (of the firm of Brookes & Badham), of Tewkesbury, died at that place on the 4th inst. Mr. Brookes was admitted a solicitor in 1851, and he had practised for over thirty years at Tewkesbury, where he had been for some time in partnership with Mr. Harry Alexander Badham. He was for thirteen years Town Clerk of Tewkesbury, and he was also clerk to the borough magistrates and to the School Attendance Committee of the town council. Mr. Brookes was a Perpetual Commissioner for Gloucestershire and Worcestershire, and he had an extensive private practice. He resigned the town clerkship about two years ago, and he was shortly afterwards appointed a magistrate for the borough.

##### MR. BOHUN HENRY CHANDLER FOX.

Mr. Bohun Henry Chandler Fox, solicitor, died at Lutterworth on the 2nd inst. Mr. Fox was born in 1840, and he was admitted a solicitor in 1867. He had been for some time registrar of the Lutterworth County Court (Circuit No. 20), and he had a good private practice. Mr. Fox was a governor of the Lutterworth Schools, and he was for several years captain in the Lutterworth Volunteer Rifle Corps. His premature death is greatly lamented. He was buried at Gilmorton on the 7th inst.

#### NEW ORDERS, &c.

##### HIGH COURT OF JUSTICE—CHANCERY DIVISION.

###### ORDER OF COURT.

Tuesday, the 11th day of May, 1886.

Whereas, from the present state of the business before Mr. Justice Kay, Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Pearson respectively, it is expedient that a portion of the causes assigned to Mr. Justice Kay, Mr. Justice Chitty, and Mr. Justice Pearson should, for the purpose only of trial or hearing, be transferred to Mr. Justice North; now I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedules hereto be accordingly transferred from the said Mr. Justice Kay, Mr. Justice Chitty, and Mr. Justice Pearson to Mr. Justice North, for the purpose only of trial or hearing, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

###### FIRST SCHEDULE.

From Mr. Justice Kay (Witness Actions).  
 Dudgeon v Forster 1885 D 2,068 Dec 24  
 Strickland v Ivens 1885 S 2,420 Dec 31  
 In re Vincent, Vincent v Vincent 1885 V 608 Jan 1  
 United Telephone Co, Ltd v St. George 1885 U 646 Jan 5  
 Morris v Hansford 1884 M 58 Jan 6  
 Cooper v Slatter 1885 C 5,169 Jan 15  
 Noakes v Cook & Co 1885 N 256 Jan 18  
 Hunt v Temple & anr 1885 H 4,060 Jan 26  
 Harvey v Brown 1885 H 3,330 Jan 27  
 Miller v Douglas 1885 M 2,907 Jan 28

Manners v Hooper 1885 M 2,388 Feb 3  
 Aberdare, &c., Co v Hankey 1882 H 1,868 Feb 4  
 Smith v Stoneham 1885 S 4,378 Feb 5  
 Fincher v Fincher 1885 F 3,302 Feb 8  
 Cartwright v Chilcott 1886 C 1,036 Feb 10  
 Harris v Brooke 1885 H 4,572 Feb 12  
 Hancock v Murly 1885 H 1,732 Feb 12  
 Hall v Bromley 1885 H 3,131 Feb 15  
 Molineux v Foulkes 1885 M 3,857 Feb 17  
 In re Akers, Bell v Webb 1885 A 1,029 Feb 22  
 Chillingworth v Cole 1885 C 5,498 Feb 22  
 Seville v Beckett 1885 S 4,326 Feb 22  
 In re Hallett, Johnson v Bistern 1885 H 1,640 Mar 5  
 Shaw v Findon 1885 H 2,785 Mar 12  
 Smith, Paterson & Co, Id v Smith 1885 S 2,595 Mar 12  
 Stanley, on behalf, &c. v Mayor, &c., of Norwich 1884 S 5,330 Mar 16  
 Sells v Walkden 1886 S 257 Mar 16  
 Brewster v Prior 1886 B 226 Mar 20  
 Caird v Moss & Co 1885 C 1,623 Mar 25  
 Bolesworth v Davis 1886 B 140 Mar 27

## SECOND SCHEDULE.

From Mr. Justice Chitty (Witness Actions).  
 Ramuz v Wilson 1885 R 2,152 Jan 4  
 G. Guy & Co v Churchill 1884 G 1,016 Jan 14  
 Marquis of Blandford v Dowager Duchess of Marlboro 1885 B 4,115 Jan 14  
 Street v Guardians of Hambledon Poor Union, Surrey 1884 S 550 Jan 14  
 Scoles v Child 1885 S 3,541 Jan 18  
 Union Bank of London v Cardus 1885 W 653 Jan 18  
 Porter v Blake 1885 P 1,278 Jan 19  
 In re Dodworth, decd, Spence v Dodworth 1885 D 2,421 Jan 20  
 May v Dollar 1885 M 3,058 Jan 20  
 Callow v Young 1885 C 1,736 Jan 20  
 Williams v Bell 1885 W 2,809 Jan 21  
 In re W. R. A. Scott, decd, Scott v Scott 1885 S 4,213 Jan 29  
 Bolton v Smith 1885 B 6,140 Feb 3  
 Catt v Catt 1885 C 3,950 Feb 3  
 Hallett v Hallett 1885 H 1,984 Feb 4  
 Wright v Savage 1885 W 3,803 Feb 5  
 Preston v Turner 1885 P 3,185 Feb 8  
 Mordy v Cowman 1885 M 784 Feb 10  
 Cooper v Cawston 1885 C 5,460 Feb 11  
 Lynn v 31st Universal Benefit Bldg Soc 1885 L 2,745 Feb 16  
 Earne v Silvester 1885 E 1,038 Feb 16  
 In re J. Comper, decd, Comper v Keatley 1885 C 4,020 Feb 17  
 Alsop v Gwinnett 1885 A 1,538 Feb 20  
 Ready v Prendergast 1885 R 1,745 Feb 23  
 In re Sawyer, decd, Whitehead v Sawyer 1885 S 3,222 Feb 24  
 Bullock v Bullock 1885 B 6,478 Feb 24  
 Hewitt v Smith 1884 H 1,965 Mar 1  
 Allard v Skinner 1885 A 1,271 Mar 4  
 Staplepool v Lattey 1881 P 217 Mar 3  
 Cuttall v McSheehan 1885 C 5,806 Mar 4

## THIRD SCHEDULE.

From Mr. Justice Pearson (Witness Actions).  
 Rootes v Collins 1885 R 881 Jan 13  
 Duke of Northumberland v North Shields Waterworks Co 1885 N 327 Jan 20  
 Callow v Callow 1885 C 890 Jan 20  
 Bidder v Quick 1885 B 2,640 Jan 22  
 Baddeley Consolidated Bank, Id 1884 B 1,819 Jan 22  
 Dashwood v Best, Webb & Co 1885 D 1,342 Jan 23  
 Standen & Co v St. James's Property Co, Id 1885 S 4,923 Jan 25  
 Lockyer v Southorn 1885 L 1,203 Jan 25  
 Drage v Sir J. W. C. Hartopp 1884 D 2,559 Jan 30  
 Williams v Dealtry 1885 W 2,042 Feb 1  
 Hansen v White 1886 H 2,058 Feb 2  
 New v Barnett 1884 N 1,299 Feb 2  
 Bygrave v Metropolitan Board of Works 1886 B 5,721 Feb 2  
 Buzaglo & Co v Butt, Taylor & Co 1885 B 5,378 Feb 4  
 Gibson v Taylor 1885 G 2,367 Feb 4  
 Tarn v Borras 1885 T 1,841 Feb 5  
 Guibert-Martin v Kerr & anr 1885 G 2,303 Feb 6  
 Frail v Tull 1885 F 2,242 Feb 8  
 Whiteley v Culpin 1885 W 3,194 Feb 8  
 Geo. Hill & Co, Id v Hill 1885 H 4,035 Feb 9  
 Tenant v Swansea Harbour Trustees 1883 T 1,726 Feb 16  
 Frost v Perks 1883 F 3,132 Feb 16  
 In re Pinna, De Pinna v De Pinna 1885 D 665 Feb 17  
 Pawlikowski v Jones 1885 P 2,996 Feb 18  
 Bentley v Donaghy 1885 B 2,922 Feb 22  
 Berridge v Griffin 1885 B 3,128 Feb 22  
 Colclough v Hoare 1885 C 3,051 Feb 23  
 Lickerish v Sherrott 1885 L 2,978 Feb 23  
 In re Sir J. Holt, Wheater v Holt 1885 H 2,226 Feb 24  
 In re Moore, Bates v Moore 1885 M 1,407 Feb 25  
 Hartopp, Bart v Huiskisson 1885 H 607 Feb 26  
 Price v Pratt 1885 P 943 Feb 26  
 Pucker v Moffatt 1885 R 325 Feb 26  
 Pawley v Scrutton 1886 P 1 Feb 27

Eck, Callow & Co v Heath 1885 E 1,041 Mar 4  
 Yates & Co v Thornton & Co 1885 Y 139 Mar 4  
 Waller v Moore 1885 W 3,048 Mar 6  
 Mileham v Tibbits 1885 M 3,948 Mar 8  
 In re B Smith, Vaughan v Stoneham 1885 S 3,356 Mar 10  
 Vic. Slate Quarry Co, Id v Humphreys 1885 V 155 Mar 13  
 HERSCHELL, C.

## LEGAL NEWS.

In a case of *Re Thomas, Ellis v. Jones*, before Mr. Justice Kay on the 8th inst.—a summons on behalf of the plaintiff in a partition action, asking that a portion of the property might be sold for the payment of a sum of £668 due for taxed costs—the judge, according to the *Times*, took occasion to say that the whole property, according to the sanguine estimate of a land surveyor, was worth as accommodation land no more than £1,036, its actual annual rent being no more than £30. It would be a scandal if proceedings in the High Court were allowed to lead to such a result as the summons contemplated. The proper course was that a sale and not a partition should have been directed, with the object of saving the small property from being swallowed up in costs. No less than £472 of the taxed costs were plaintiff's costs, and the present application was really one for the benefit of the solicitors engaged in the conduct of the action. It was to be remembered that the parties in the action were persons in a humble position and merely puppets in the hands of their legal advisers. The plaintiff's solicitors insisted on what they called their rights, but they could not enforce such rights without the assistance of the court. Such assistance he should decline to give. His lordship concluded his judgment as follows:—"If I were to allow these costs to be raised by sale of the estate the whole proceeding would be a travesty of justice. Moreover, I should be sanctioning the payment out of the shares of some of the tenants in common of costs which, as it appears to me at present, are not payable out of those shares on any principle which I can conceive. Such a result would be an encouragement to useless and costly litigation and to the misconduct of actions by the solicitors employed. I think it much better and more just that each party should bear his own costs, and accordingly I refuse to make any order on this summons."

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		Mr. Justice KAY.
	APPEAL COURT	APPEAL COURT	
	NO. 1.	NO. 2.	
Mon. May 17	Mr. Jackson	Mr. Ward	Mr. Carrington
Tuesday ... 18	Carrington	Pemberton	Mr. Farrer
Wed. ... 19	Pugh	Ward	King
Thursday ... 20	Lavie	Pemberton	Carrington
Friday ... 21	Beal	Ward	King
Sat. ... 22	Leach	Pemberton	Farrer
	Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, May ... 17	Mr. Clowes	Mr. Lavie	Mr. Leach
Tuesday ... 18	Koe	Pugh	Beal
Wednesday ... 19	Clowes	Lavie	Leach
Thursday ... 20	Koe	Pugh	Beal
Friday ... 21	Clowes	Lavie	Leach
Saturday ... 22	Koe	Pugh	Beal

## COURT OF APPEAL.

## EASTER Sittings, 1886.

(Continued from page 456.)

## APPEALS FOR HEARING.

(Set down to April 22nd, inclusive.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

## For Hearing.

(General List.)

1886.

In re E. Garnett, decd Garnett v Garnett app of dt: W. Garnett from order of V. C. Bacon (in fur con dated 4 August, 1885) Feb 24  
 Pasley v Bigland app of dt: from judgment of V. C. Bacon dated 1 July, 1885 Feb 25  
 London, Chatham, and Dover Ry Co v South Eastern Ry Co app of dt: from judgment of Mr. Justice Chitty, dated 2 Feb, 1886, on point of law Feb 25  
 In re C. H. Thorneley, decd Thorneley v Thorneley app of dt: from order of Mr. Justice Chitty, dated 5 Feb, 1886 Feb 25  
 In re C. T. Thorneley, decd Thorneley v Thorneley app of dt: from order of Mr. Justice Chitty, dated 5 Feb, 1886 Feb 27  
 Hunter v Caldecott app of dt: Jno Caldecott & ors from order of Mr. Justice Pearson on petition, dated 16 Jan, 1886 Feb 27  
 Sidgwick v Palling, app of dt: E. J. Palling and another from judgment of Mr. Justice North, dated 20 Feb, 1885 March 1 Security for £40 ordered April 14  
 In re Stewart Campbell's Trust and Charing Cross Extension Act app of Susanna Nelson and ors from order of Mr. Justice Pearson, dated 13 Feb, 1885 March 2  
 James & Sons v Soulby and anr, trading as M. J. Parry & Co. In re M. J. Parry and In re James's Trade Mark and T. M. Act, 1883 app of James & Sons from judgment of Mr. Justice Pearson, dated 21 Dec, 1885 Mar 3

Trustee in Bankruptcy of Alex C Pooley a bankrupt v Whetham app of plt from judgment of Mr Justice Pearson, dated 23 Feb, 1886 March 3  
 Firburn & Hall v Household and amr (Kay, J.) app of plt from judgment of Mr Justice Day at trial on 6 Feb, 1886, for Mr Justice Kay in Salford Div of Lancaster by order of C A 12 Aug, 1885 March 5  
 Davidson v Weston app of plt from judgment of Mr Justice Day, dated 10 Feb, 1886 March 12  
 Bidder v Bridges app of plt from judgment of Mr Justice Kay, dated 27 Oct, 1885 March 13  
 In re Jno Tandy, dec Tandy v Tandy app of plt P A Le Feuvre and wife from order of Mr Justice Chitty, dated 14 Jan, 1886 March 16  
 Wright v R botham app of plt from judgment of Mr Justice Kay, dated 16 Dec, 1885 March 19  
 Local Board for the District of Newington in E R of Yorkshire v Langhorne and amr app of plt from judgment of Mr Justice Kay, dated 17 March March 22  
 In re B Whitley, dec Whitley v Whitley app of plt from judgment of V C Bacon, dated 16 March, 1886 March 23  
 In re B Whitley, dec Whitley v Learoyd app of plt from same judgment March 26  
 In re Cornelius H Christmas, dec Martin v Lacon, Bart app of Attorney Gen from part of order of Mr Justice Chitty on furcon, dated 18 Nov, 1885 Mar 26  
 Newbold v Smith app of plt from judgment of Mr Justice North, dated 18 May, 1885 March 27  
 In re Henrietta Garnett, dec Robinson v Gandy app of plt Henry Gandy and wife from order of Mr Justice Kay on furcon, dated 12 Dec, 1885 March 29  
 In re Henrietta Garnett, dec Robinson v Gandy app of Mary Hester, wife of plt G G Orme (attending, &c) from same order March 30  
 In re H Stevenson, dec Stevenson v Stevenson app of plt from judgment of Mr Justice Pearson, dated 11 March, 1886 April 3  
 Boyes v Stewart app of plt from judgment of Mr Justice Day at trial at Liverpool for Mr Justice Pearson, dated 22 Feb, 1886 April 5  
 Probate, The Solicitor of the Treasury v Sarah Ann White app of S A White from refusal of Mr Justice Batt on 2 Feb 1886 to grant admn to aplit as first cousin once removed &c April 12  
 In re Vernon Ewens & Co Id & Co's Acts app of the Official Liquidator from order of V C Bacon as to priority of mortgages &c, dated 24 Feb 1886 April 12  
 Card & amr v Moss & Co app of plt from jdgt of Mr Justice Kay, dated 15 March 1886 declaring that Palatine Court order no bar April 12  
 In re The Baranonnees Copper Mining Co Id & Co's Acts ex pte J M Henderson, Trustee in Bankruptcy of C S C Crespiay (claim as purchaser to be paid in cash) app of H C Sargent (Liquidator) from order of Mr Justice Chitty, dated 25 March 1886, allowing claim April 13  
 Davenport v Charsley app of plt from jdgt of Mr Justice Kay dated 6 Feb 1886 April 13  
 Heynes (since dec) v Stapleton Heynes, widow v Stapleton app of plt from jdgt of Mr Justice North dated 18 Mar 1886 April 14  
 Lord Denevor v Tennant app of plt from jdgt of Mr Justice Pearson dated 18 Mar 1886 April 14  
 Collier v Chadwick Chadwick v Chadwick app of plt in 1st action and dfts in 2nd action from order of Mr Justice Kay, dated 8 Dec 1885 April 14  
 In re London Fish Market & National Fishery Co Id & Co's Acts (G P Witt's case) app of G P Witt from refusal of Mr Justice Kay, dated 23 Feb 1886 April 14  
 Bedwell v Trower app of plt from jdgt of Mr Justice North dated 16 March 1886 April 15  
 In re Kent's Mortgage, dated 14 Feb 1878. Kent v Kinch app of plt W Kinch from order of V C Bacon, dated 30 March 1886 April 16  
 In re Sir James Bourne, dec Buhanan v May app of plt from jdgt of V C Bacon, dated 27 Oct 1885 April 17  
 Easton v London Joint Stock Bank Id app of plt from jdgt of Mr Justice Pearson dated 10 Feb 1886 April 19  
 In re Jno Roberts, dec Kiff v Roberts app of plt (in forms pauperis by order) from jdgt of Mr Justice Pearson, dated 23 March 1886 April 19  
 In re T W B Aveling, dec Aveling v Aveling app of Fanny Burdett from V C Bacon disallowing claim on aplin to vary Chif Clerk's Certificate, dated 23 Feb 1886 April 20  
 Elisha v Hunt app of plt from jdgt of Mr Justice Pearson granting specific performance, dated 23 March 1886 April 21

Appeals from the County Palatine Court of Lancaster.  
 From Final Orders and Judgments.

1886.

In re John Fischer, dec Faulkner v Farrar app of plt from jdgt of the Vice-Chancellor, dated June 22, 1885 Aug 19 (S O by consent until June 3)  
 E Ebrard & Co v Gassier and Baume app of dfts from judgment of the Vice-Chancellor dated July 22, 1885 Dec 18  
 In re Elizabeth Hughes, dec Matheson v Roberts app of plt from judgment of the Vice-Chancellor dated Dec 10, 1885 Dec 22

1886.

Leatherbarrow v Leatherbarrow app of plt Thos Leatherbarrow from order of the Vice-Chancellor refusing to vary Registrar's report, dated Jan 5, 1886 Jan 22 (security ordered 4 Feb and 4 March)

Mordan, on behalf, &c, v Woods app of plt from judgment of Vice-Chancellor, dated 19 Feb, 1886 Feb 23

N.B.—The County Palatine Appeals as the dates of setting down are reached in the General and Separate Lists are set aside and taken on the first Thursday in every Sitting, and afterwards on the first Thursday in the following months during the Sittings.

N.B.—During Easter Sittings Palatine Appeals (if any reached) will be taken on the following days, viz.—

Thursday, May 6.  
 Thursday, June 3.

FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.

(Continued from page 457.)

For Hearing.

1886.

Fulda v Johnstone & Co app of plt from jdgt of Mr Justice Mathew at trial in Middlesex Feb 26 (security for £25 ordered April 7)

Hatfield v Barnfurther app of plt from jdgt of Mr Justice A L Smith at trial in Middlesex Feb 27

Jefferies v Pritchard app of plt from jdgt of Mr Justice Stephen at trial at Bristol March 1  
 Ship Xantho (breach of contract) Owners of Cargo lately on board the Xantho v Thos Wilson, Sons & Co app of plt from jdgt of the President, dated 25 Feb 1886 March 3 (without assessors)  
 Crawford & ors v Newton app of plt from jdgt of Mr. Justice Cave at trial at Leeds without jury March 4  
 Levi and the Brows Island Guano Co Id v F W Berk & Co app of plt from jdgt of Mr Justice Duman at trial of claim and counter claim without jury March 4  
 Firbank v Humphreys & ors app of plt from jdgt of G T Mowbray from jdgt of Mr Justice Mathew at trial in Middlesex without a jury  
 Firbank v Humphreys & ors app of plt from jdgt of Chas Burton from same judge  
 Firbank v Humphreys & ors app of plt from jdgt of H Humphreys and E H Warner from same judge  
 Firbank v Humphreys & ors app of plt from jdgt of C Stretton from same judge March 5  
 The East London Waterworks Co v The Vestry of St Matthew, Bethnal Green app of plt from jdgt of Justices Mathew and A L Smith on special case March 8  
 Sutcliffe v Smith app of plt from judgment of Mr Justice Grantham at trial at Liverpool March 12  
 Simon Goldstrom trading as John Guy & Sons v Daniel Tallerman sued as the City and Colonial Club—Morris Harris, claimant (Q B Crown Side) app of plt from Justices Mathew and A L Smith on app from County Court on special case March 16  
 The Sailing Ship "Garston" Co Id v Hickie, Borman & Co app of plt from jdgt of Mr Justice Grantham at trial at Liverpool March 19  
 Nottebohm & Co v Richter & ors owners of the "Bell Flower" app of plt from jdgt of Mr Justice Grantham at trial at Liverpool March 19  
 12, 13 Vict c 45 s 11. The Guardians of the Poor of Totnes Union, Devon v The Guardians of the Poor of the Cardiff Union in the Counties of Glamorgan & Monmouth (Q B Crown Side) app of the Totnes Union from Justices Hawkins and Mathew affirming Justices transferring pauper from Cardiff to Totnes March 20  
 Casey v Hellyer & amr app of plt from jdgt of Mr Justice Stephen at trial at Winchester March 23  
 Alexander Dickson v The Great Northern Railway Co (Q B Crown Side) app of plt from jdgt of Justices Mathew and A L Smith on app from County Court March 26  
 Burton & amr (trading as Jennings, Son, & Burton) v Queen app of plt from jdgt of Mr Justice Cave at trial in Middlesex without a jury March 29  
 Ship Borraine (damages for loss of life) Armstrong & ors v Mills & ors app of plt from jdgt of Mr Justice Batt, dated 2nd March 1886 March 31 (without assessors)  
 Stephens v London & South-Western Ry Co app of plt from jdgt of Mr Justice Grantham at trial April 2  
 Hall (trading as Joseph Hall & Co) v Burke (sued as Burke & Co) app of plt from jdgt of Mr Justice Grantham at trial in Middlesex April 3  
 Official Receiver as trustee of H G Izon, bkt v E Talby (Q B Crown Side) app of plt from jdgt of Justices Mathew and A L Smith on app from County Court April 3  
 Ipswich Gas Light Co v W B King & Co app of plt from jdgt of Mr Justice Grantham at trial in Middlesex April 6  
 Gridley v Conservators of the River Thames app of plt from jdgt of nonsuit by Baron Huddleston at trial in Middlesex April 7  
 Soames v Lowe app of plt from jdgt of Mr Justice Grantham at trial in Middlesex April 8  
 Rodonachi, Sons & Co v Milburn, Bros app of plt from jdgt of Mr Justice Massey at trial with a jury April 9  
 Gilman v Guloe Electric Light & Power Co app of plt from jdgt of Mr Justice Grantham at trial April 10  
 The Queen v The Tyne Boiler Works Co Id (Q B Crown Side) app of plt from Justices Mathew and A L Smith discharging nisi to quash order of sessions April 12  
 Baxter v The Regent's Canal City & Docks Ry Co app of plt from jdgt of Mr Justice A L Smith at trial April 15  
 Hughes v Merritt & ors app of plt in person from jdgt of the Lord Chief Justice at trial at Middlesex with a special jury April 16  
 Turnbull (trading as Phipps, Turnbull & Co) v Astrup app of plt from jdgt of Mr Justice Denman at trial without a jury April 17  
 Marc, Holmwood & Co v Anglo-Indian Steamship Co Id & ors app of Anglo-Indian Co from jdgt of Mr Justice Grantham at trial April 17  
 Samuel & C v Sanders, Bros app of plt from jdgt of Mr Justice Grantham at trial April 19  
 Bunn v Harrison app of plt from jdgt of Mr Justice A L Smith at trial on claim and counter claim April 22  
 Latdrock v M-tropolis District Ry Co app of plt from jdgt of Baron Huddleston at trial April 22

## COMPANIES.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

ALNWICK STEAMSHIP COMPANY, LIMITED.—Petition for winding up, presented May 4, directed to be heard before Chitty, J., on Saturday, May 15. Flux and Leadbitter, Leadenhall St, agents for Laws and Co, Newcastle upon Tyne, solicitors for the petitioners.

BRITISH FLAX AND PAPER COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Feb 2, appointed Mr Henry Fisher, Jamaica Chambers, St Michael's Alley, Cornhill, official liquidator. Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, June 14 at 12, is appointed for hearing and adjudicating upon the debts and claims.

MORETON COLLIERY COMPANY, LIMITED.—Petition for winding up, presented May 6, directed to be heard before Bacon, V.C., on May 15. Bird, Bedford Row, solicitor for the petitioners.

NEW CITY CONSTITUTIONAL CLUB COMPANY, LIMITED.—By an order made by Kay, J., dated April 17, it was ordered that the company be wound up. May and Co, Adelaide Place, London Bridge, solicitors for the petitioners

[Gazette, May 7.]

**MACHEN IRON AND TIN PLATE COMPANY, LIMITED.**—Bacon, V.C., has filed Friday, May 21 at 12, at his chambers, for the appointment of an official liquidator.  
**PATENT METALLIC STONE COMPANY, LIMITED.**—Petition for winding up, presented May 7, directed to be heard before Pearson, J., on Saturday, May 22.  
 Webb and Templeton, Essex st, Strand, solicitors for the petitioner.  
**SHEATHER, SONS, AND CO., LIMITED.**—Petition for winding up, presented May 10, directed to be heard before Pearson, J., on Saturday, May 22. Linklater and Co., Walbrook, solicitors for the petitioners.  
**WEST OF ENGLAND SHIPPING COMPANY, LIMITED.**—Petition for winding up, presented May 10, directed to be heard before Pearson, J., on Saturday, May 22. Hilbery, Billesley st, agents for Pearce, Plymouth, solicitor for the petitioners. [Gazette, May 11.]

STANNARIES OF CORNWALL.  
 UNLIMITED IN CHANCERY.

**OLD GUNNISLAKE MINING COMPANY.**—Petition for winding up, presented May 5, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Thursday, May 20 at 11. Hodges and Co., Truro, solicitors for the petitioners. [Gazette, May 11.]

FRIENDLY SOCIETIES DISSOLVED.

**DEVONPORT (LATE PLYMOUTH DOCK) ENLARGED ANNUITANT SOCIETY.** Tavistock st, Devonport. May 5

**HEART OF OAK BENEFIT SOCIETY.** Baptist School Room, Yorkley, Gloucester May 5

**MINERS' BENEFIT SOCIETY.** Union Inn, Kingswinford, Stafford. May 5 [Gazette, May 7.]

**HIBERNIAN FRIEND'S FRIENDLY SOCIETY.** Rose and Crown, 124, Long lane, Bermondsey. Apr 29

**LYE WASTE FRIENDLY SOCIETY.** Swan Inn, Lye Waste, Worcester. Apr 29

**TRUE BRITONS' FRIENDLY BROTHERLY SOCIETY.** Farmers' Arms, Pontarulais, Glamorgan. Apr 28

**UNITED BROTHERS' FRIENDLY SOCIETY.** 103, Grange rd, Bermondsey. Apr 28 [Gazette, May 11.]

SALES OF ENSUING WEEK.

May 18.—MESSRS. FARREBROTHER, ELLIS, CLARK, & CO., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, May 1, p. 2.)

May 21.—MESSRS. BAKER & SONS, at the Mart, at 2 p.m., Freehold Properties and Shares (see advertisement, this week p. 6).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

**GATEY.**—May 11, at Newton Lodge, Barnes, the wife of Joseph Gatey, barrister-at-law, of a son.

**HAMLIN.**—May 5, at Lynton, Cumberland Gate, Kew, S.W., the wife of William Thomas Hamlin, solicitor, of Staple-inn, of a daughter.

**MARSTON.**—May 8, at Hereford, the wife of Francis John Maston, solicitor, of a daughter.

**OWEN.**—May 5, at 64, Inverness-terrace, the wife of Edward Cunliffe Owen, barrister-at-law, of a daughter.

**FEES, TWO GUINEAS, FOR A SANITARY INSPECTION AND REPORT ON A LONDON DWELLING-HOUSE.** Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free. [ADVT.]

**FURNISH ON NORMAN & STACKEY'S HIRE PURCHASE SYSTEM, 1, 2, OR 3 YEARS; THE BEST SYSTEM; 60 WHOLESALE FIRMS.** Offices, 75, Queen Victoria-street, E.C. Branches at 121, Pall Mall, S.W., and 9, Liverpool-street, E.C. [ADVT.]

London Gazettes.

THE BANKRUPTCY ACT, 1883.  
 FRIDAY, May 7, 1886.  
 RECEIVING ORDERS.

Baxter, Benjamin, Colchester, Army Contractor, Colchester. Pet May 1. Ord May 1. Exam June 4 at 2 at Townhall, Colchester

Body, Samuel, Seer Green, nr Beaconsfield, Buckinghamshire, Farmer, Aylesbury. Pet May 4. Ord May 4. Exam June 9 at 11.30 at County hall, Aylesbury

Brisley, Mary, Sheerness, Licensed Victualler, Rochester. Pet May 4. Ord May 4. Exam May 31 at 2

Carr, William, Kingston upon Hull, Market Gardener, Kingston upon Hull. Pet Apr 21. Ord May 3. Exam May 24 at 2 at Court house, Townhall, Hull

Charles, William, Llanelli, Carmarthenshire, Farmer, Carmarthen. Pet May 3. Ord May 4. Exam May 14

Cleaver, Edward Laurence, Church rd, Richmond, Analyst, High Court. Pet Mar 27. Ord May 4. Exam June 9 at 11.30 at Lincoln's Inn fields

Clemishaw, Richard, Newport, nr Brough, Yorks, Farmer, Kingston upon Hull. Pet May 4. Ord May 4. Exam May 24 at 2 at Court house, Townhall, Hull

Coulterman, William, son, and William Coulterman, jun, Hovingham, Yorks, Farmers, Scarborough. Pet May 3. Ord May 3. Exam June 11 at 3

Crawshaw, George Birstal, Yorks, Commission Agent, Dewsbury. Pet May 3. Ord May 3. Exam June 22

Crook, Charles Manning, Holloway rd, Bootmaker, High Court. Pet Apr 12. Ord May 4. Exam June 9 at 11.30 at Lincoln's Inn fields

Cullen, Edward James, Sheffield, Merchant's Clerk, Sheffield. Pet May 4. Ord May 5. Exam June 2 at 11.30

Dickinson, John, Middlesborough, Slater, Stockton on Tees and Middlesborough. Pet Apr 16. Ord Apr 30. Exam May 12

Fagan, Mordecai, Liverpool, Draper, Liverpool. Pet Apr 14. Ord May 4. Exam May 17 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool

Fleming, Ernest Laremont, Wavertree, Lancashire, Borax Manufacturer, Liverpool. Pet Apr 17. Ord May 4. Exam May 17 at 11 at Court house, Government bldgs, Victoria st, Liverpool

Francis, Henry, Newport, Hampshire, Merchant, High Court. Pet Apr 21. Ord May 5. Exam June 11 at 11.30 at 24, Lincoln's Inn fields

Gillatt, John, jun, Knottingley, Yorks, out of business, Sheffield. Pet May 3. Ord May 4. Exam June 2 at 11.30

Graham, Christopher, Sedgfield, Labourer, Stockton on Tees and Middlesborough. Pet May 1. Ord May 1. Exam May 12

Griffith, William, Leeds, out of business, Leeds. Pet May 4. Ord May 4. Exam June 1 at 11

Hodson, Morris, Nottingham, out of business, Nottingham. Pet May 3. Ord May 3. Exam May 15

Holmes, Mary Ann, George st, Portman sq, Dressmaker, High Court. Pet May 4. Ord May 5. Exam June 11 at 11.30 at 34, Lincoln's Inn fields

Jones, Stephen, Friern rd, East Dulwich, Brick Merchant, High Court. Pet Mar 17. Ord May 5. Exam June 11 at 11.30 at 34, Lincoln's Inn fields

Jones, Thomas, Maentwrog, Merionethshire, Farmer, Bangor. Pet May 3. Ord May 3. Exam June 10 at 11 at Court house, Bangor

Lewis, Frederick William, Masbrough, Yorks, Grocer, Sheffield. Pet May 5. Ord May 5. Exam June 2 at 11.30

Lister, Joseph William, Shelley, nr Huddersfield, Insurance Agent, Huddersfield. Pet May 5. Ord May 5. Exam June 12 at 10.30

Longman, Thomas James, Bathurst mews, Sussex sq, Hyde Park, Bellhanger, High Court. Pet May 5. Ord May 5. Exam June 10 at 11.30 at 34, Lincoln's Inn fields

Manton, Henry, Birmingham, Furniture Dealer, Birmingham. Pet Apr 29. Ord Apr 29. Exam May 28 at 2

Matthews, Jesse, New Swindon, Tailor, Swindon. Pet May 3. Ord May 3. Exam June 9 at 2 at Corn Exchange, Swindon

McIntosh, John, Penarst, nr Cardiff, Draper, Cardiff. Pet May 1. Ord May 1. Exam June 8 at 2

Minns, John, Whithby, Innkeeper, Stockton on Tees and Middlesborough. Pet May 4. Ord May 4. Exam May 19 at 11

Moses, Moses, Birmingham, Jeweller, Birmingham. Pet May 4. Ord May 4. Exam June 8 at 2

Nicholls, Joseph Hemingsley, Willenhall, Staffordshire, Licensed Victualler, Wolverhampton. Pet May 4. Ord May 4. Exam May 18

Offley, Samuel Brett, Sydenham, Gentleman, Greenwich. Pet Apr 20. Ord May 4. Exam June 4 at 1

Payne, James, Taunton, Corn Merchant, Taunton. Pet May 4. Ord May 5. Exam May 19 at 12.30

Pickering, Robert, and Charles Pickering, Blackburn, Tea Dealers, Blackburn. Pet May 3. Ord May 4. Exam May 18 at 11.30

Plowman, Henry Charles, Birmingham, Furniture Dealer, Birmingham. Pet May 4. Ord May 4. Exam June 2 at 2

Redman, Madamade, Bradford, Worsted Spinner, Bradford. Pet May 4. Ord May 4. Exam May 25

Roberts, Thomas, Meifod, Montgomeryshire, Farmer, Newtown. Pet Apr 21. Ord May 5. Exam May 27 at 12.30

Rose, David, William Napoleon Rose, and Arthur Thomas Frederick Rose, Moxley, Staffordshire, Ironmasters, Walsall. Pet May 1. Ord May 3. Exam May 31

Russell, George Herbert, Bere Regis, Dorsetshire, Grocer, Poole. Pet May 5. Ord May 5. Exam June 2 at 12 at Townhall, Poole

Shearman, George, Rotherham, Stationer, Sheffield. Pet May 5. Ord May 5. Exam June 2 at 11.30

Sorbie, Frederick King's rd, Chelsea, Auctioneer, High Court. Pet May 5. Ord May 5. Exam June 8 at 11.30 at 34, Lincoln's Inn fields

Stevens, Henry, Hambridge rd, Southall, Brickmaker, Windsor. Pet Apr 8. Ord May 1. Exam May 29 at 12

Thompson, James, Bilston, Staffordshire, Grocer, Wolverhampton. Pet May 5. Ord May 5. Exam May 25

Wasserzug, Meyer, Manningham, Bradford, Tailor, Bradford. Pet May 3. Ord May 4. Exam May 25

Wilson, Charles, Lurline gdns, Battersea, Clerk, Wandsworth. Pet May 4. Ord May 4. Exam June 10

Wrigley, Samuel, Oldham, Lancashire, no occupation, Oldham. Pet May 4. Ord May 4. Exam May 18 at 1

FIRST MEETINGS.

Allanson, Williamson, Thirsk, Yorks, Farmer, May 14 at 11. Official Receiver, 8, Albert rd, Middlesborough

Ashcroft, Peter, Bishopton at Within, Timber Merchant, May 19 at 12.33, Carey st, Lincoln's Inn fields

Banning, Stanley, Nicholas lane, May 17 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields

Baxter, Benjamin, Colchester, Army Contractor, Colchester. May 17 at 11. Townhall, Colchester

Bennet, Thomas, Hazel Grove, Cheshire, Joiner, May 14 at 11.30. Official Receiver, County chbrs, Market pl, Stockport

Bingham, Marrian Sarah, Sheffield, Tobaccocon. May 17 at 10.30. Official Receiver, Figgtree lane, Sheffield

Bonning, Frederick, Ilminster, Somerset, Grocer, May 14 at 12.30. George Hotel, Ilminster

Bown, Charles Henry Cullerne, the Grove, Hammersmith, Provision Merchant, May 19 at 11. Bankruptcy buildings, Portugal st, Lincoln's Inn fields

Brisley, Mary, Sheerness, Licensed Victualler, May 19 at 11.30. Official Receiver, Eastgate, Rochester

Carr, William, Kingston upon Hull, Market Gardener, May 24 at 11. Hull Incorporated Law Society, Lincoln's Inn bldgs, Bowalley lane, Hull

Charles, William, Llanelli, Carmarthenshire, Farmer, May 14 at 11. Official Receiver, 11, Quay st, Carmarthen

Clemishaw, Richard, Newport, nr Brough, Yorks, Farmer, May 17 at 12. Hull Incorporated Law Society, Lincoln's Inn bldgs, Bowalley lane, Hull

Cook, W, Mount st, May 20 at 2. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields

Cox, John, Nottingham, out of business, May 14 at 12. Official Receiver, 1, High pavement, Nottingham

Crawshaw, George, Birstal, Yorks, Commission Agent, May 14 at 4. Official Receiver, Bank chbrs, Batley

Denham, James, Finkle st, New Malton, Yorkshire, Baker, May 14 at 11.30. Official Receiver, 74, Newborough st, Scarborough

Dickinson, John, Middlesborough, Slater, May 18 at 11. Official Receiver, 8, Albert rd, Middlesborough

Gilbert, Frederick William, Sheffield, Provision Dealer, May 17 at 2.30. Official Receiver, Figgtree lane, Sheffield

Gray, Thomas, Bridlington Quay, Yorkshire, Builder, May 14 at 1. Britannia Hotel, Bridlington Quay

Hancock, John, Wood st, Cheapside, Stationer, May 21 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields

Hardy, George, Hatfield, Yorks, Schoolmaster, May 17 at 3. Official Receiver, Figgtree lane, Sheffield

Holmes, John, Morton on Swale, Yorks, Joiner, May 14 at 11.30. Official Receiver, 8, Albert rd, Middlesborough

Howe, William, Oughtibridge, Yorks, Licensed Victualler, May 17 at 12.30. Official Receiver, Figgtree lane, Sheffield

Hunt, Robert, Charles st, St James's, Gentleman, May 20 at 2.33, Carey st, Lincoln's Inn fields

King, Horace, King's Lynn, Watchmaker, May 14 at 11.30. Court house, King's Lynn

Lampard, Joseph, Birmingham, Boot Manufacturer, May 18 at 11. Official Receiver, Birmingham

Lane, Charles Sheriff, West Hartlepool, Timber Merchant, May 18 at 4. Royal Hotel, West Hartlepool

Linnell, Septimus Goodman, Montpelier vale, Blackheath, Cheesemonger, May 17 at 3. Official Receiver, 109, Victoria st, Westminster

Matthews, Jesse, New Swindon, Tailor, May 14 at 3. Official Receiver, 32, High st, Swindon

Minns, John, Whithby, Innkeeper, May 18 at 12. Official Receiver, 8, Albert rd, Middlesborough

Nicholls, Joseph Hemingsley, Willenhall, Staffordshire, Licensed Victualler, May 15 at 12. Official Receiver, St Peter's close, Wolverhampton

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Paine, Charles James, Longfellow rd, Worcester pk, Builder. May 14 at 8.30.  
 Griffin Hotel, Kingston, Surrey.  
 Payne, James, Taunton, Corn Merchant. May 15 at 11.30. Official Receiver, 9, Middle st, Taunton.  
 Penty, Edward, Briggate, Leeds, Electro Plate Manufacturer. May 14 at 11. St. Andrew's chbrs, 22, Park row, Leeds.  
 Pickering, Robert, and Charles Pickering, Blackburn, Tea Dealers. May 17 at 11.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester.  
 Pitt, Henry Alfred, Willesden green, no occupation. May 21 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Playle, Arthur Howard, Briston, Norfolk, Farmer. May 15 at 12. Official Receiver, 8, King st, Norwich.  
 Pope, Edward Collin, Falmouth, Sailmaker. May 15 at 12. Official Receiver, Boscombe st, Truro.  
 Richardson, Joseph, Haymarket, Fishing Tackle Manufacturer. May 17 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Rigby, David, Great Barr, Staffordshire, Coach Axle Manufacturer. May 20 at 11. Official Receiver, Birmingham.  
 Robson, Thomas Hood, Stratford, Essex, Timber Merchant. May 20 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Schumacher, Bernard, and Julius Gustavus Schultz, Fenowhur st, Rice Merchant. May 24 at 11. 33, Carey st, Lincoln's inn fields.  
 Stanhope, F. W. Spencer, Chelfield, Kent, Captain. May 19 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Stanfield, George, Bradford, Worsted Manufacturer. May 14 at 11. Official Receiver, 31, Manor row, Bradford.  
 Tewardson, William, Harthill, Yorks, Aerated Water Manufacturer. May 17 at 11.30. Official Receiver, Figtree lane, Sheffield.  
 Stimson, John, Osulton st, Somers Town, Cab Driver. May 19 at 11. 33, Carey st, Lincoln's inn fields.  
 Thompson, James, Bilston, Staffordshire, Grocer. May 19 at 11. Official Receiver, St. Peter's close, Wolverhampton.  
 Thornton, Francis Charles, Rugby, Clerk. May 14 at 12. Official Receiver, 17, Hertford st, Coventry.  
 Wallace, John, Liverpool, Marble Mason. May 18 at 3. Official Receiver, 35, Victoria st, Liverpool.  
 Wilson, Sam Holdroyd, Batley, Yorks, Rag Merchant. May 14 at 3. Official Receiver, Bank chbrs, Batley.  
 Woolf, Charles Morris, Manchester st, Manchester sq, no occupation. May 17 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Wrigley, Samuel, Oldham, Lancashire, no occupation. May 17 at 3. Official Receiver, Priory chbrs, Union st, Oldham.

## ADJUDICATIONS.

Allen, Walter B, Maddox st, Regent st, Warehouseman. High Court. Pet Mar 31. Ord May 5.  
 Ashmore, Henry, Liverpool, Ironfounder. Liverpool. Pet Apr 2. Ord May 5.  
 Awbery, David, Reading, Reading. Pet Apr 7. Ord May 1.  
 Barton, John Alston, Blackburn, out of business. Blackburn. Pet Apr 6. Ord May 5.  
 Bonnett, John, Comberton, Cambridgeshire, Farmer. Cambridge. Pet Apr 21. Ord May 5.  
 Briley, Mary, Sheerness, Licensed Victualler. Rochester. Pet May 4. Ord May 4.  
 Burnside, Robert John, Hayward's Heath, Sussex, Schoolmaster. Brighton. Pet Apr 21. Ord May 3.  
 Charig, David, Bruffield st, Woollen Warehouseman. High Court. Pet Mar 26. Ord May 4.  
 Charles, William, Llanelli, Carmarthenshire, Farmer. Carmarthen. Pet May 3. Ord May 4.  
 Cockson, William Charles, Worship st, Finsbury sq, Grocer. High Court. Pet Apr 21. Ord May 3.  
 Crawshaw, George, Birstal, Yorks, Commission Agent. Dewsby. Pet May 3. Ord May 4.  
 Crook, Charles Manning, Holloway rd, Bootmaker. High Court. Pet Apr 12. Ord May 5.  
 Davies, Edward Oliver, Ystradgofw, Glamorganshire, Ironmonger. Pontypridd. Pet Apr 28. Ord May 3.  
 Foalstone, Thomas, Brampton lane, New Wombwell, nr Barnsley, Grocer. Barnsley. Pet Apr 20. Ord May 3.  
 Gianni, Giuliano, and Carlo Zello, High Holborn, Restaurant Keepers. High Court. Pet Feb 23. Ord May 4.  
 Graham, Christopher, Fishburn, nr Sedgfield, Labourer. Stockton on Tees and Middlesborough. Pet May 1. Ord May 1.  
 Griffin, William, Leeds, out of business. Leeds. Pet May 4. Ord May 5.  
 Haizer, John Peter, High st, Wapping, Licensed Victualler. High Court. Pet Apr 10. Ord May 3.  
 Hodson, Morris, Nottingham, out of business. Nottingham. Pet May 3. Ord May 5.  
 Howe, Joseph Mason, Bowness, Westmoreland, Chemist. Kendal. Pet Apr 5. Ord May 1.  
 Lee, James, Nottingham, Coal Merchant. Nottingham. Pet Apr 22. Ord May 3.  
 Linnell, Septimus Goodman, Montpelier vale, Blackheath, Cheesemonger. Greenwich. Pet Apr 21. Ord May 1.  
 Longman, Thomas James, Bathurst mews, Sussex sq, Hyde pk, Bell Hanger. High Court. Pet May 5. Ord May 5.  
 Matthews, Jesse, New Swindon, Tailor. Swindon. Pet May 3. Ord May 3.  
 Mead, Elizabeth, Worthing, Saddler. Brighton. Pet Apr 15. Ord May 5.  
 Minns, John, Whithy, Innkeeper. Stockton on Tees and Middlesborough. Pet May 4. Ord May 4.  
 Nichols, Joseph Hemingsley, Willenhall, Staffordshire, Licensed Victualler. Wolverhampton. Pet May 4. Ord May 5.  
 Petty, Edward, Briggate, Leeds, Electro Plate Manufacturer. Leeds. Pet Ord May 1. Ord May 3.  
 Povey, Edward Collin, Falmouth, Sailmaker. Truro. Pet Apr 19. Ord May 4.  
 Simpson, John George Povey, Fulwood, Preston, out of business. Preston. Pet Apr 17. Ord May 5.  
 Safford, Edward, Derby, out of business. Derby. Pet Apr 19. Ord May 3.  
 Stone, Arthur, Long Itchington, Warwickshire, Farm Manager. Warwick. Pet Apr 18. Ord May 4.  
 Thomas, Job, Newport, Mon., Marble Worker. Newport, Mon. Pet Mar 23. Ord May 5.  
 Thompson, Joseph, Jarrow, Durham, Builder. Newcastle on Tyne. Pet Apr 10. Ord May 5.  
 Thomas, Richard William, Devonport, Greengrocer. East Stonehouse. Pet Apr 20. Ord May 3.  
 Wassenaug, Meyer, Manningham, Bradford, Tailor. Bradford. Pet May 3. Ord May 4.  
 Webb, John, Portobello, nr Willenhall, Grocer. Wolverhampton. Pet Apr 29. Ord May 15.  
 Wilson, Benjamin, and John Wilson, Dewsby, Yorks, Farmers. Dewsby. Pet Apr 14. Ord May 4.  
 Wrigley, Samuel, Oldham, no occupation. Oldham. Pet May 4. Ord May 4.  
 Yersey, Thomas, Congleton, Cheshire, Licensed Victualler. Macclesfield. Pet Apr 28. Ord May 5.

The following Amended Notice is substituted for that published in

the London Gazette of April 20.

Hirst, Sydney Herbert, Beeston, nr Leeds, Woollen Manufacturer. Leeds. Pet Apr 15. Ord Apr 16.

TUESDAY, May 11, 1886.

## RECEIVING ORDERS.

Anning, Tom Colyton, Devon, Builder. Exeter. Pet May 6. Ord May 6. Exam June 10 at 11.  
 Attwell, Robert Henry, Southwark Bridge rd, Licensed Victualler. High Court. Pet May 6. Ord May 6. Exam June 9 at 11.30 at 34, Lincoln's inn fields.  
 Banks, Henry, Eastbourne, Fly Proprietor. Lewes and Eastbourne. Pet May 7. Ord May 7. Exam May 28.  
 Barnett, Harry, Cardiff, Merchant. Cardiff. Pet Apr 15. Ord May 6. Exam June 8 at 2.  
 Bending, Frank, Hastings, Tailor. Hastings. Pet May 5. Ord May 5. Exam June 7.  
 Bray, Harry F. Bassett, Hampshire, Builder. Southampton. Pet Apr 27. Ord May 7. Exam May 25 at 12.  
 Coddling, Matthew, Easington, nr Saltburn by the Sea, Farmer. Stockton on Tees and Middlesborough. Pet May 5. Ord May 5. Exam May 12.  
 Colley, Henry, Much Wenlock, Salop, Farmer. Shrewsbury. Pet Apr 21. Ord May 7. Exam June 15.  
 Cowdy, John James, Southwark Bridge rd, Machinery Dealer. High Court. Pet May 8. Ord May 8. Exam June 23 at 11.30 at 34, Lincoln's inn fields.  
 Croft, Alfred, Bradford, Stuff Warehouseman. Bradford. Pet May 8. Ord May 8. Exam May 25.  
 Davies, Thomas Harris, Cardiff, Tailor. Cardiff. Pet May 7. Ord May 7. Exam June 8 at 2.  
 Elliott, Edwin, Kenneth rd, Westbourne park, no occupation. High Court. Pet May 6. Ord May 6. Exam June 11 at 12 at 34, Lincoln's inn fields.  
 Evans, David, Rhosycon, Carmarthenshire, Timber Merchant. Carmarthen. Pet Apr 28. Ord May 8. Exam May 22.  
 Evans, William, Flynnongroove, Flintshire, Grocer. Chester. Pet May 6. Ord May 6. Exam May 27 at 1 at Chester Castle.  
 Furniss, John Green, Heckmondwike, Yorks, Stone Merchant. Dewsbury. Pet May 6. Ord May 6. Exam June 22.  
 Greaves, William, Castleton by Rochedale, Lancashire, Leather Currier. Oldham. Pet May 7. Ord May 7. Exam June 8 at 11.30.  
 Harding, Albert, Church street, Chelsea, Beerhouse Keeper. High Court. Pet May 5. Ord May 5. Exam June 11 at 11.30 at 34, Lincoln's inn fields.  
 Harrison, Robert Snook, Bedminster, Bristol, Baker. Bristol. Pet May 7. Ord May 8. Exam June 4 at 12 at Guildhall, Bristol.  
 Higginson, Samuel Shorland, Liverpool, Meal Merchant. Liverpool. Pet May 8. Ord May 8. Exam May 20 at 12 at Court House, Government bldgs, Victoria st, Liverpool.  
 Howell, John Haywood, Greenwich, no occupation. Greenwich. Pet May 7. Ord May 7. Exam June 4 at 1.  
 Kimpton, Frances, High Holborn, Bookseller. High Court. Pet May 6. Ord May 6. Exam June 10 at 11.30 at 34, Lincoln's inn fields.  
 Lawson, Edward Gilbert, Shakespeare rd, Herne hill, Clerk. High Court. Pet May 6. Ord May 6. Exam June 10 at 11.30 at 34, Lincoln's inn fields.  
 Lucia, Georgiana, Bury st, Edmunds, Wine Merchant. Bury st, Edmunds. Pet Apr 6. Ord May 6. Exam May 24 at 2 at Guildhall, Bury st, Edmunds.  
 Lyon, Joseph, Stockton on Tees, Boot Dealer. Stockton on Tees and Middlesborough. Pet May 7. Ord May 7. Exam May 19.  
 Morrison, George Staunton, Brighton, Gent. Brighton. Order made under sec 103. Ord May 7. Exam May 27 at 11.  
 Morrow, James, Ferndale, Glamorganshire, Tailor. Pontypridd. Pet May 6. Ord May 6. Exam May 25 at 2.  
 Mottet, Hector, York, Horse Dealer. York. Pet May 6. Ord May 6. Exam June 5 at 11 at Guildhall, York.  
 Nation, John, Bisley, Gloucestershire, Plumber. Gloucester. Pet May 6. Ord May 6. Exam June 15.  
 Oelrichs, Jessie Edith, Broderick rd, Wandsworth common, Divorced Woman. Wandsworth. Pet Apr 1. Ord May 6. Exam June 10.  
 Palmer, Gilbert Vaux, Martock, Somerset, Grocer. Yeovil. Pet May 6. Ord May 6. Exam June 10.  
 Richardson, John, and Francis Richardson, Bedale, Yorks, Cabinet Makers. Northallerton. Pet April 24. Ord May 6. Exam May 10 at 11.30 at Court house, Northallerton.  
 Ricketts, Bertie, Hall Moon st, Piccadilly. High Court. Pet Feb 25. Ord May 7. Exam June 10 at 12 at 34, Lincoln's inn fields.  
 Ridge, James, Brighton, no occupation. Brighton. Pet May 7. Ord May 8. Exam May 27 at 11.  
 Rowland, William, Norwich, Innkeeper. Norwich. Pet May 4. Ord May 8. Exam June 8 at 12 at Shirehall, Norwich Castle.  
 Smeaton, James, Wombwell, nr Barnsley, Boot Dealer. Barnsley. Pet May 7. Ord May 7. Exam May 27 at 11.30.  
 Stares, James, Southsea, Grocer. Portsmouth. Pet May 7. Ord May 7. Exam May 31.  
 Stares, James, Peckham rye, Baker. High Court. Pet May 7. Ord May 7. Exam June 8 at 12 at 34, Lincoln's inn fields.  
 Tossell, William, St Lloys terr, St Lloys rd, Tottenham, Builder. Edmonton. Pet Apr 10. Ord May 7. Exam June 11 at 1 at Court house, Edmonton.  
 Walker, Basil Wood, Balham, Tobacconist. High Court. Pet Apr 8. Ord May 6. Exam June 8 at 11.30 at 34, Lincoln's inn fields.  
 Walters, William Henry, Boyle st, Saville row, Jeweller. High Court. Pet Mar 23. Ord May 6. Exam June 8 at 11.30 at 34, Lincoln's inn fields.  
 Watkinson, John Henry, Stickney, Lincolnshire, Butcher. Boston. Pet May 6. Ord May 7. Exam June 10 at 2.  
 Webb, Samuel, Weymouth, Marine Store Dealer. Dorchester. Pet May 7. Ord May 7. Exam May 27 at 12.30 at County hall, Dorchester.  
 The following Amended Notice is substituted for that published in the London Gazette of May 4.

Entwistle, Joseph, Manchester, Stockbroker. Manchester. Pet Mar 23. Ord Apr 29. Exam May 20 at 11.

## FIRST MEETINGS.

Andrew, Arthur Robert, Gt Castle st, Regent st, Upholsterer. May 21 at 2. 33, Carey st, Lincoln's inn fields.  
 Anning, Tom, Colyton, Devonshire, Builder. May 20 at 12. Official Receiver, 13, Bedford circus, Exeter.  
 Bassford, Ebenezer, Northampton, Builder. May 19 at 1. County court, Northampton.  
 Benger, William Edmund, Towns, nr Conway, Carnarvonshire, Artist. May 19 at 3. Official Receiver, 48, Hamilton st, Birkenhead.  
 Berry, James, Newcastle under Lyme, Publican. May 18 at 2.30. Official Receiver, Newcastle under Lyme.  
 Bradley, Catherine, Brand st, Blandford sq, Baker. May 21 at 11. 33, Carey st, Lincoln's inn fields.  
 Bray, Harry F. Bassett, Hants, Builder. May 21 at 11. Official Receiver, 4, East st, Southampton.  
 Coulterman, William, sen, and William Coulterman jun, Hovingham, Yorks, Farmers. May 18 at 12. Talbot Hotel, New Malton.  
 Cullen, Edward James, Sheffield, Merchant's Clerk. May 19 at 11.30. Official Receiver, Figtree lane, Sheffield.  
 Edmonds, Edmund, Birmingham, Manchester Warehouseman. May 19 at 12. Luke Jesson Sharp, Official Receiver, Birmingham.  
 Evans, William, Flynnongroove, Flintshire, Grocer. May 27 at 11. Official Receiver, Crypt chbrs, Chester.  
 Fleming, Ernest Laremont, Wavertree, Lancashire, Borax Manufacturer. May 21 at 3. Official Receiver, 35, Victoria st, Liverpool.  
 Furniss, John Green, Heckmondwike, Yorks, Stone Merchant. May 19 at 11. Official Receiver, Bank chbrs, Batley.

Greaves, William, Castleton by Rochdale, Lancashire, Leather Currier. May 21 at 3.30. Townhall, Rochdale.	Furniss, John Green, Heckmondwike, Yorks, Stone Merchant. Dewsbury. Pet May 6. Ord May 7.
Harrison, Leonard, Hoylake, Cheshire, Grocer. May 19 at 2. Official Receiver, 48, Hamilton sq, Birkenhead.	Gilbert, Frederick William, Sheffield, Provision Dealer. Sheffield. Pet Apr 28. Ord May 8.
Howatson, George S., Bucklersbury, Engineer. May 21 at 2. Bankruptcy bldgs, Portman st, Lincoln's Inn fields.	Greaves, William, Castleton by Rochdale, Lancashire, Leather Currier. Oldham. Pet May 7. Ord May 8.
Jones, Thomas, Maentwrog, Merionethshire, Farmer. May 28 at 1.30. Queen's Hotel, Blaenau Ffestiniog.	Griesselich, Henry Victor, Basinghall st, East India Merchant. High Court. Pet Mar 10. Ord May 6.
Lister, Joseph William, Shelley, nr Huddersfield, Insurance Agent. May 19 at 3. Official Receiver, New st, Huddersfield.	Harding, Albert, Church st, Chelsen, Beerhouse Keeper. High Court. Pet May 5. Ord May 6.
Littlewood, Burton Leonard, Great Yarmouth, Tailor. May 21 at 2.15. Lovewell Blk, South Quay, Great Yarmouth.	Hinde, Edward, Victoria st, Westminster, Auctioneer. High Court. Pet Feb 4. Ord May 8.
Lucie, Georgina, Bury St. Edmunds, Wine Merchant. May 20 at 12.45. Guildhall, Bury St. Edmunds.	Horsfield, Osmond, Ashton under Lyne, Tailor. Ashton under Lyne and Stalybridge. Pet Mar 20. Ord May 8.
Mowat, James, Fendall, Glamorganshire, Tailor. May 20 at 12. Official Receiver, Merthyr Tydfil.	Jeffcoat, Henry, Huddleston rd, Willesden Green, Milliner. High Court. Pet Apr 7. Ord May 6.
Mottet, Hector, York, Horse Dealer. May 20 at 2.30. Official Receiver, 17, Blk St, York.	Jones, Henry Crinus, Brockfield, nr York, Gentleman. York. Pet Mar 26. Ord May 8.
Nation, John, Bisley, Gloucestershire, Plumber. May 20 at 4.15. Imperial Hotel, Stroud.	Kay, Aaron, Liverpool, Cattle Dealer. Liverpool. Pet Mar 26. Ord May 8.
Palmer, Gilbert Vaux, Martock, Somerset, Grocer. May 20 at 1. Three Choughs Hotel, Yeovil.	Lever, George, Oldham, Lancashire, Fish Saleman. Oldham. Pet Jan 21. Ord May 5.
Pocock, Charles G. C., out of England, Gentleman. May 24 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.	Lister, Joseph William, Shelley, nr Huddersfield, Insurance Agent. Huddersfield. Pet May 5. Ord May 6.
Roman, Marmaduke, Bradford, Worsted Spinner. May 18 at 3.30. Official Receiver, 31, Manor rd, Bradford.	Lyon, Joseph, Stockton on Tees, Boot Dealer. Stockton on Tees and Middleborough. Pet May 7. Ord May 8.
Richardson, John, and Francis Richardson, Bedale, Yorks, Cabinet Makers. May 18 at 3. Official Receiver, 5, Albert rd, Middlesbrough.	McIntosh, John, Penarth, near Cardiff, Draper. Cardiff. Pet May 1. Ord May 7.
Roberts, Thomas, Melford, Montgomeryshire, Farmer. May 19 at 1. Official Receiver, Llanidloes.	Meyer, Montague, and Ernest Morris, Aldersgate st, Furriers. High Court. Pet Jan 29. Ord May 7.
Rice, David, William Napoleon Rose, and Arthur Thomas Frederick Rose, Moxley, Staffordshire, Ironmasters. May 20 at 12. 1, Newhall st, Birmingham.	Nation, John, Bisley, Gloucestershire, Plumber. Gloucester. Pet May 8. Ord May 8.
Rowe, John, Mancroft rd, Kilburn, Lampmaker. May 21 at 12. 38, Carey st, Lincoln's Inn fields.	Oxlade, James, jun., High Wycombe, Chair Manufacturer. Aylesbury. Pet Apr 10. Ord May 6.
Russell, George Herbert, Bere Regis, Dorsetshire, Grocer. May 19 at 12.30. Antelope Hotel, Dorchester.	Parks, John, Bristol, Draper. Bristol. Pet Apr 17. Ord May 8.
Simpson, John George Povey, Fullwood, Preston, out of business. May 19 at 3. County Court, 16, Winckley st, Preston.	Payne, James, Taunton, Somersetshire, Corn Merchant. Taunton. Pet May 4. Ord May 8.
Stares, James, Southgate, Hants, Grocer. May 19 at 12.30. Chamber of Commerce, 145, Cheapside, London.	Pickering, Robert, and Charles Pickering, Blackburn, Tea Dealers. Blackburn. Pet May 3. Ord May 6.
Temple, Thomas, St. John's rd, Tobacconist. May 20 at 11. 38, Carey st, Lincoln's Inn fields.	Plowman, Henry Charles, Birmingham, Furniture Dealer. Birmingham. Pet May 4. Ord May 6.
Wallis, Arthur Gray, Birmingham. May 21 at 11. Official Receiver, Birmingham.	Roberts, Thomas, Melford, Montgomeryshire, Farmer. Newtown. Pet Apr 21. Ord May 8.
Wasseling, Meyer, Manningham, Bradford, Tailor. May 18 at 3. Official Receiver, 31, Manor rd, Bradford.	Sowerby, William, Kingston upon Hull, Commercial Traveller. Kingston upon Hull. Pet Apr 30. Ord May 7.
Wilson, Charles, Luton, Battersby, Clerk. May 18 at 3. Official Receiver, 16, Victoria st, Westminster.	Stewardson, William, Harthill, Yorks, Aerated Water Manufacturer. Sheffield. Pet Apr 28. Ord May 7.
Wood, George, Chancery lane, Manager of the Builders' Trading Agency. May 21 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.	Teece, Samuel Sheldon, Wednesbury, Staffordshire, Builder. Walsall. Pet Apr 30. Ord May 7.
The following amended notice is substituted for that published in the London Gazette of Apr 30.	Thompson, James, Bilton, Staffordshire, Grocer. Wolverhampton. Pet May 6. Ord May 7.
Collier, William Walter, Charnier House st, Coffee house Keeper. May 18 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.	Walker, Thomas Frederick, Claremont rd, Cricklewood, Builder. Barnet. Pet Mar 31. Ord May 6.
The following Amended Notice is substituted for that published in the London Gazette of May 4.	Watkinson, John Henry, Stickney, Lincolnshire, Butcher. Boston. Pet May 6. Ord May 7.
Entwistle, Joseph, Chorlton on Medlock, Manchester, Stockbroker. May 21 at 11.30. Official Receiver, Oldham's chmn, Bridge st, Manchester.	Wood, George, Chancery lane, Manager of the Builders' Trading Agency. High Court. Pet Jan 15. Ord May 7.
The following amended notice is substituted for that published in the London Gazette of May 7.	Worswick, Richard, Elland, Yorks, Maltster. Halifax. Pet Apr 5. Ord May 5.
Thornton, Francis Charles, Rugby, Clerk. May 18 at 11. George Hotel, Rugby ADJUDICATIONS.	
Allen, Thomas, Landport, Hants, Brewer. Portsmouth. Pet Apr 8. Ord May 1.	
Aning, Tom, Colyton, Devon, Builder. Exeter. Pet May 6. Ord May 6.	
Banks, Henry, Eastbourne, Fly Proprietor. Lewes and Eastbourne. Pet May 7. Ord May 7.	
Barker, James, Rochdale, Lancashire, Agent. Oldham. Pet Apr 16. Ord May 5.	
Bell, Robert, Liverpool, Agent. Liverpool. Pet Jan 5. Ord May 6.	
Benger, William Edmund, Town, nr Conway, Artist. Birkenhead. Pet Apr 14. Ord May 5.	
Berry, William Brough, Rainford, Lancashire, Miller. Liverpool. Pet Mar 27. Ord May 6.	
Bilbrough, George, Hackney rd, Ironmonger. High Court. Pet Mar 25. Ord May 6.	
Binning, Frederick, Ilminster, Somerset, Grocer. Taunton. Pet Apr 28. Ord May 6.	
Brittan, Henry, Hucknall Torkard, Nottinghamshire, Baker. Nottingham. Pet Apr 20. Ord May 8.	
Coddling, Matthew, Easington, nr Saltburn by the Sea, Farmer. Stockton on Tees and Middlesbrough. Pet May 5. Ord May 5.	
Croft, Alfred, Bradford, Stoff Warehouseman. Bradford. Pet May 8. Ord May 8.	
De Buck, Catherine, Newcastle on Tyne, Dressmaker. Newcastle on Tyne. Pet Apr 21. Ord May 6.	
Dickinson, John, Middlesbrough, Slater. Stockton on Tees and Middlesbrough. Pet Apr 16. Ord May 6.	
Dixon, Alfred Dodgshun, and Sydney Dixon, Leeds, Cloth Manufacturers. Leeds. Pet Apr 17. Ord May 8.	
Evans, William, Ffynnongroew, Flintshire, Grocer. Chester. Pet May 6. Ord May 7.	
Ford, Henry, Shrewsbury, Clerk. Shrewsbury. Pet Apr 28. Ord May 8.	

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